MEMORIAL HOSPITAL
And Health Care Center
Sponsored by the Sisters of the Little Company of Mary, Inc.
800 West 9th Street ▲ Jasper, IN 47546 ▲ 812/996-2345
www.mhhcc.org

Effective:	*08/1992*
Reviewed/Approved:	*06/2016*
Last Revised:	*06/2016*
Expires:	*06/2018*
Owner:	*Vicki Stuffle: Director Trauma Services*
Policy Area:	*Organizational*
References:	

Transfer

PURPOSE:

It is the policy of Memorial Hospital and Health Care Center to comply with all applicable laws and regulations relating to the provision of emergency services and to establish guidelines for the transferring of any patient in accordance with the Emergency Medical Treatment and Labor Act, 42 U.S.C. 1395dd. Signs specifying the rights of individuals under the Act will be posted in accordance with federal regulations.

A. Any individual presenting to the Emergency Department requesting examination or treatment of a medical condition will be given an appropriate Medical Screening examination to determine if a medical emergency or active labor exists. Screening and stabilization measures will not be delayed in order to inquire about method of payment or insurance status.

B. If a medical emergency or active labor exists, appropriate stabilizing treatment will be provided.

C. An individual does not have to be stabilized when the individual, after being informed of the risks of transfer and of the hospital's treatment obligations, requests the transfer and signs a transfer request form.

EQUIPMENT:

Transfer Forms:

1. Authorization for Transfer (MR 50;)
2. Transfer Data Sheet (MR 51)
3. Pertinent Medical Records, EKG, Lab and Radiology Results

DEFINITIONS:

Emergency Medical Condition: A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain, psychiatric disturbances, and/or symptoms of substance abuse) such that the absence of immediate medical attention could reasonably be expected to result in:

A. Placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;

B. Serious impairment to bodily functions; or

C. Serious dysfunction of any bodily organ or part; or

D. With respect to a pregnant woman who is having contractions -

1. That there is inadequate time to effect a safe transfer to another hospital before delivery; or
2. That the transfer may pose a threat to the health or safety of the woman or the unborn child.

To Stabilize:

A. With respect to an emergency medical condition "to provide such medical treatment of the condition necessary to assure, within reasonable medical probability, that no material deterioration is likely to result from or occur during the transfer of the individual from the facility" or

B. With respect to an emergency medical condition, "the woman has delivered her child and the placenta."

Transfer: The movement (including the discharge) of an individual outside a hospital's facilities at the direction of any person employed by (or affiliated or associated, directly or indirectly, with) the hospital but does not include such a movement of an individual who leaves the facility without the permission of any such person or has been declared dead.

Medical Screening Exam: This exam is performed by a physician or physician extender in the Emergency Department or Triage area. A medical screening is completed to identify patients who need stabilization or further treatment prior to a transfer to another facility.

Medical screening consist of an evaluation for:

- Hemodynamic stability including V/S
- Airway Maintenance
- Cardiac Stability
- Hemorrhage
- Neurologic Stability
- Viability of limbs/or organs
- Active Labor

Physician Extender: Nurse Practitioner, Physician Assistant

PROCEDURE:

A. Transfer of an unstable patient is not to occur unless:

1. Written request - The individual (or a legally responsible person acting on the individual's behalf) requests the transfer, after being informed of the hospital's obligation under COBRA and of the risks of transfer. The request must be in writing and indicate the reasons for the request and that he or she is aware of the risks and benefits of the transfer. The request will be made a part of the patient's medical record and a copy sent to the receiving facility along with the individual transferred.
2. Physician certification - A physician has signed a certification that, based upon the information available at the time of the transfer, the medical benefits reasonably expected from the provision of appropriate medical care at another medical facility outweighed the increased risks to the individual or, in the case of a woman in labor to the woman or the unborn child, from being transferred. The certification must contain a summary of the risks and benefits upon which it is based.

B. No patient will be transferred without positive acceptance by the receiving facility.

C. A patient may be transferred to another hospital only if his condition permits, and under at least one of the following circumstances:

1. No available beds at this facility.
2. The patient requests to be transferred.
3. The patient's physician requests that the patient be transferred to another facility.
4. The patient requires specialist capabilities not available at this facility.
5. The American Burn Association and the American College of Surgeons have recommended that the following patients be considered for transfer to a burn center:
    a. Partial thickness and full thickness burns greater than 10% of body surface area (BSA) in patients under 10 or over 50 years of age;
    b. Partial thickness and full thickness burns greater than 20% BSA in other age groups;
    c. Deep partial thickness and full thickness burns that involve the face, hands, feet, genitalia, perineum, and overlying major joints;
    d. Full thickness burns greater than 5% BSA in any age group
    e. Significant electrical burns including lightning injuries
    f. Significant chemical burns
    g. An inhalation injury
6. Neurosurgical Injuries
    a. Intracranial hemorrhage
    b. Spinal fracture with spinal cord injuries
    c. Cranial trauma with vascular injury
    d. Complex craniofacial trauma
    e. Penetrating injuries or open skull fractures
7. General Surgical Injuries
    a. Limb threatening vascular injuries
    b. Carotid or vertebral injury
    c. Complex multi trauma (at the discretion of the attending Trauma Surgeon)
    d. Major abdominal vascular injury
    e. Grade IV or V liver injury requiring transfer of more than 6 units of PRBC in 6 hours
    f. Pulmonary contusion with more than 2 unilateral rib fractures or bilateral rib fractures
    g. Significant torso injury with advanced comorbid disease
8. Cardio Thoracic
    a. Torn thoracic aorta or great vessel
    b. Cardio-thoracic trauma
9. Obstetrical / Gynecological
    a. Pregnant patients greater than 24 weeks gestation with significant trauma that requires monitoring for potential intervention.
10. Orthopedic

a. Complex hand repairs

b. Complex pelvic / acetabulum fractures

c. Fracture or dislocation with loss of distal pulses

11. Pediatrics

a. Significant traumatic injuries

i. Pediatric patients should be transported to a pediatric trauma center.

b. Significant illness

i. Pediatric patients should be transported to a tertiary pediatric care center.

D. The physician on duty will fill out the Authorization for Transfer accurately. Information sent to the receiving facility should include any medication or treatment given to the patient in the department. Information should include the following:

1. Condition of patient at screening/triage.
2. Actions taken toward stabilization and treatment.
3. Contact with and approval of the transfer by receiving facility.
4. Means of transportation, personnel and equipment.
5. Condition of patient at time of transfer.

E. The authorization for transfer form is to be signed by the patient or legally responsible person. The physician will inform the patient/family of the risks and benefits of the transfer and list these on the authorization form.

F. Patients who are transferred must first have authorization from both the receiving hospital and the receiving physician to which the patient is being transferred.

G. The transferring hospital sends to the receiving hospital all medical records related to the emergency condition that are available at the time of transfer.

H. The transferring physician will transfer the responsibility of the patient to the transport team upon the patient departing from the hospital. The transport team will follow the protocols and policies established for patient care en route to receiving institution. The transferring physician will maintain responsibility for patients transferred by personal vehicle until the patient arrives at the receiving institution.

I. The nurse will be sure that all of the patient's personal belongings are transferred with them or given to a significant other and so noted on the patient record.

J. The transfer forms are filled out completely and sent with the patient, in addition to copies of the appropriate medical records.

K. All transfers will be monitored for appropriateness as part of the department and hospital Quality Assessment/Performance Improvement plan.

L. The appropriate mode of transport will be determined by the physician in charge of the patient at the time of discharge.

M. All trauma related transfers out of the facility will be monitored by the Trauma Services Performance Improvement and Patient Safety Program (PIPS).

Attachments:

No Attachments

	Approver	Date
	Denise Kaetzel: Director Quality Services	01/2014
	Tonya Heim: Vice President Patient Services and CNO	01/2014
	Cheryl Welp: Executive Director of PAS & Administrator of SCC	01/2014
	Stan Tretter, M.D.: Chief Medical Officer	01/2014
	Ray Snowden: Board Chairperson	01/2014
	Vicki Stuffle: Director Trauma Services	05/2016
	Denise Kaetzel: Director Quality Services	05/2016
	Cheryl Welp: Executive Director of PAS & Administrator of SCC	05/2016
	Tonya Heim: Vice President Patient Services and CNO	05/2016
	Donald Vennekotter, M.D.: Medical Director Trauma Services	05/2016
	Nicholas Werne, M.D.: Medical Staff President	05/2016
	E. Kyle Bennett: President and CEO	06/2016

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("Agreement") is made and entered into by and between **LITTLE COMPANY OF MARY HOSPITAL OF INDIANA, INC. d/b/a MEMORIAL HOSPITAL AND HEALTH CARE CENTER** ("MEMORIAL HOSPITAL"), an Indiana not-for-profit corporation located at 800 West 9th Street, Jasper, Indiana, and **UNIVERSITY MEDICAL CENTER, INC. D/B/A UNIVERSITY OF LOUISVILLE HOSPITAL**, a Kentucky not-for-profit corporation located at 530 S. Jackson Street, Louisville, KY 40202 (hereinafter referred to as "ULH").

WITNESSETH:

WHEREAS, by means of an agreement, both parties desire to assist physicians and the parties hereto in the treatment of patients by facilitating the timely and medically appropriate transfer of patients and available medical records and other information necessary for the care and treatment of the patients transferred; and

WHEREAS, each party agrees to accept the medically appropriate transfer of the other party's patients.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM. This Agreement shall be effective from the 1st day of June, 2015 through the 31st day of May, 2016 and shall be automatically renewed for successive one (1) year periods, not to exceed a total of five (5) years, unless either party provides the other party written notice of its intent to terminate the Agreement at least sixty (60) days prior to the expiration date of the then current term.

2. PATIENT TRANSFER. The parties agree that in the event the transferring facility does not have the specialized capability or facilities required by an individual, or if the individual's condition is deteriorating so rapidly that failure to transfer the individual would significantly jeopardize the life or health of the individual, or the individual is in need of other medically appropriate services offered by receiving facility, receiving facility agrees to accept the appropriate transfer of such individual in order to render stabilizing or other medically appropriate treatment. In the event that receiving facility does not have the capacity or capability to accept such individual, receiving facility is not required to accept him/her for transfer.

3. PRIOR ACCEPTANCE OF TRANSFER. Prior to initiating the transfer, transferring facility must receive confirmation from the receiving facility that it will accept the patient.

4. PROVISION OF INFORMATION. Transferring facility and receiving facility agree:

a) to provide the other facility with the names or classifications of persons authorized to initiate, confirm, and accept the transfer of patients on behalf of each facility; and

b) that any transfer procedures shall be made available to the personnel of each of the parties that are involved in patient transfers.

5. INFORMATION AND CONFIDENTIALITY. Transferring facility agrees to transmit with each patient at the time of transfer all available medical and financial information necessary to provide continuity of care for the patient, including an appropriately completed transfer form. Transferring facility agrees to supplement the information as necessary for the maintenance of the patient during transport and treatment at the receiving facility. Each party agrees to maintain the confidentiality of the medical information so as to comply with all state and federal laws, rules and regulations regarding the confidentiality of patient records.

6. TRANSFER CONSENT. Transferring facility shall have responsibility for obtaining the patient's consent to the transfer to receiving facility prior to the transfer, if the patient is competent. If the patient is not competent, transferring facility shall obtain consent from the individual legally authorized to consent on behalf of the patient.

7. TRANSPORTATION OF PATIENT. Transferring facility shall have the responsibility for arranging transportation of the patient to the receiving facility, including selection of the mode of transportation. The receiving facility's responsibility for the patient's care shall begin when the patient arrives at the receiving facility. In the event receiving facility utilizes its own transportation service or otherwise arranges to transport the patient, the receiving facility assumes responsibility for the patient's care upon acceptance of the patient prior to transport.

8. NO PAYMENT/REQUIREMENT FOR REFERRALS. Nothing in this Agreement shall be construed to require either facility to make referrals of patients to the other facility. No payment shall be made under this Agreement in return for the referral of patients or in return for the ordering, purchasing or leasing of products or services.

9. PAYMENT FOR SERVICES. Neither transferring facility nor receiving facility shall assume the responsibility for the collection of any accounts receivable other than its own incurred as a result of its rendering services directly to the patient. All other bills incurred with respect to services performed by either transferring facility or receiving facility for patients received pursuant to this Agreement, shall be collected by the party rendering such services directly from the patient, third party insurance carriers, or other sources normally billed by the party rendering the services, and neither

transferring facility nor receiving facility shall have any liability to the other for such charges, unless specifically agreed to by both parties and stated in writing.

10. **INSURANCE**. Each Party shall, at its own cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amounts of: One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) annual aggregate for commercial general liability; One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate for professional liability; One Million Dollars each and every occurrence for automobile liability; and applicable state statutory limits for workers compensation. In addition to the coverage's specifically listed herein, each party shall maintain any other usual and customary policies of insurance applicable to the work being performed pursuant to this Agreement. Said policy (ies) shall cover all of the services hereunder. By requiring insurance herein, neither party represents that coverage and limits will necessarily be adequate to protect the parties, and such coverage and limits shall not be deemed as a limitation on either party's liability under the indemnities granted in this Agreement. In the event either party procures a "claims-made" policy to meet the insurance requirements herein, such party agrees to purchase "tail" coverage upon the termination of any such policy or upon termination of this agreement. Said "tail" coverage shall provide for an indefinite reporting period. Each party will obtain all insurance coverage's specified herein from insurers with a current A. M. Bests financial rating of A- or better. In the event that one or more of the insurers does not have an A. M. Bests rating, the name of the insurer(s) with appropriate financial information will be forwarded to each party for review. The use of any insurer that does not have an A. M. Bests rating must be agreed to in advance by the parties. The parties acknowledge and agree that ULH and MEMORIAL HOSPITAL both maintain a program of self funded insurance and that such insurance coverage is acceptable to satisfy the insurance requirements set forth herein. Each Party will furnish to the other party upon request, a certificate of insurance evidencing all of the herein specified policies of insurance with an insurer and with limits meeting the requirements of this Agreement. Said policies shall be primary with respect to any insurance maintained by the parties. Each party shall provide copies of any and all insurance policies within 10 days of a party's request for said policies. Failure to maintain the required insurance, as set forth in this Agreement, may result in immediate termination of this Agreement by either party.

11. **LIABILITY**. Receiving facility agrees to indemnify and hold harmless transferring facility its directors, officers, employees, agents, representatives, successors, assigns, and subcontractors from and against any and all claims, demands, actions, settlements or judgments, including reasonable attorneys' fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of receiving facility.

Transferring facility agrees to indemnify and hold harmless receiving facility its directors, officers, employees, agents, representatives, successors, assigns, and subcontractors from and against any and all claims, demands, actions, settlements or

judgments, including reasonable attorneys' fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of transferring facility.

The duties to indemnify and hold harmless, as set forth in this Section 11, shall survive the termination and expiration of this Agreement.

12. **AGREEMENT NOT EXCLUSIVE.** No part of this Agreement shall be interpreted as limiting the right of either party to make a transfer agreement with any other hospital.

13. **TERMINATION OF AGREEMENT.**

a.) Voluntary Termination. Either party may terminate this Agreement for any reason by giving thirty (30) days written notice to the other party of its intention to terminate.

b.) Involuntary Termination. This Agreement shall be terminated immediately upon the occurrence any of the following:

i. The facility of either ULH or MEMORIAL HOSPITAL is destroyed to such an extent that the patient care provided by such facility cannot be carried out adequately;

ii. Either ULH or MEMORIAL HOSPITAL loses its license or accreditation, or becomes an Excluded Provider under Sections 14 and 15 under this Agreement;

iii. Neither ULH or MEMORIAL HOSPITAL no longer is able to provide the clinical services for which this Agreement was sought; or

iv. Either ULH or MEMORIAL HOSPITAL is in default under any of the terms of this Agreement.

14. **EXCLUDED PROVIDER REPRESENTATIONS BY RECEIVING FACILITY.**

a.) Receiving facility hereby represents and warrants that receiving facility is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Receiving facility hereby agrees to immediately notify transferring facility of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that receiving facility is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that receiving facility is in breach of this Section, this

Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

b.) Receiving facility shall indemnify and hold harmless transferring facility against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section of this Agreement by receiving facility, or due to the exclusion of receiving facility from any federally funded health care program, including Medicare or Medicaid, or out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of receiving facility, or any of receiving facility's employees, subcontractors or agents providing the services hereunder, in connection with receiving facility's obligations under this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of transferring facility, its officers, employees or agents.

15. EXCLUDED PROVIDER REPRESENTATIONS BY TRANSFERRING FACILITY.

a) Transferring facility hereby represents and warrants that transferring facility is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Transferring facility hereby agrees to immediately notify receiving facility of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that transferring facility is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that transferring facility is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

b) Transferring facility shall indemnify and hold harmless receiving facility against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section of this Agreement by transferring facility, or due to the exclusion of transferring facility from any federally funded health care program, including Medicare or Medicaid, or out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of transferring facility, or any of transferring facility's employees, subcontractors or agents providing the services hereunder, in connection with transferring facility's obligations under this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of receiving facility, its officers, employees or agents.

16. COMPLIANCE WITH ALL LAWS, REGULATIONS AND STANDARDS. Each party warrants that all services to be provided hereunder, shall fully comport with all applicable federal, state and local statutes, rules and regulations,

and that it shall be deemed a material breach of this Agreement if either party shall fail to observe this requirement.

17. **USE OF PROTECTED HEALTH INFORMATION.** Insofar as both parties are covered entities as defined by, and are subject to, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, including the final Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and 164 (HIPAA), and insofar as each party is granting access to the other, their respective patients' Protected Health Information, and insofar as both parties may be creating, Using and Disclosing Protected Health Information for their respective treatment, payment and operations purposes, as those terms are defined by HIPAA, both parties warrant and agree to comply with the HIPAA regulations.

18. **JEOPARDY.** Notwithstanding anything to the contrary herein contained, in the event the performance by either party hereto of any term, covenant, condition or provision of this Agreement jeopardizes the licensure of either party, its participation in or the payment or reimbursement from, Medicare, Medicaid program, Blue Cross or other reimbursement or payment programs, or its full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of a party, any of its property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing a party or any of its services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, the party in jeopardy may at its option (i) terminate this Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to this Agreement and if the parties are unable to resolve the matter within thirty (30) days thereafter, such party may, at its option, terminate this Agreement immediately.

19. **COMPLIANCE WITH CHI STANDARDS OF CONDUCT.** MEMORIAL HOSPITAL recognizes that it is essential to the core values of ULH that all persons and entities employed by or otherwise contracting with ULH at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements. ULH follows such standards as they are reflected in the *Catholic Health Initiatives (CHI) Standards of Conduct*, as may from time to time be amended by CHI. As of the date of this Agreement, the *CHI Standards of Conduct* are set forth in *Our Values & Ethics at Work Reference Guide* (E@W Guide) which is available at the following website:

http://www.catholichealthinitiatives.org/corporate-responsibility

MEMORIAL HOSPITAL acknowledges that it has electronically accessed, obtained or otherwise received a copy of the E@W Guide and has read and understands the same, and hereby agrees that, so long as this Agreement remains in effect, all services furnished by ULH hereunder shall be performed in a manner consistent with, the *CHI Standards of Conduct*. Failure of MEMORIAL HOSPITAL to perform services hereunder in a

manner as determined by ULH to be consistent with the highest standards of business ethics and integrity and applicable legal requirements shall be grounds for immediate termination of this Agreement by ULH.

20. Reserved.

21. ADVERTISING AND PUBLIC RELATIONS. In no event shall either party use (i) the existence of this Agreement or (ii) or either party's name in connection with marketing, promotional materials, television commercials, internet advertising, radio commercials, technical journals, and other trade publications and special interest articles that may appear in format such as magazines and newspaper, or any other medium without prior written approval of the other party.

22. INDEPENDENT CONTRACTOR STATUS. The parties to this Agreement are independent contractors. Neither institution is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either facility, nor shall it in any way alter the control of the management, assets, and affairs of the respective institutions. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.

23. WAIVER. No waiver of any term or condition of this Agreement by either party shall be deemed a continuing or further waiver of the same term or condition or a Waiver of any other term or condition of this Agreement.

24. GOVERNING LAW. This Agreement is made and entered into in the State of Indiana, and shall be governed and construed in accordance with the laws of Indiana.

25. ASSIGNMENT. Except as otherwise expressly provided in this Agreement, neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party except that either party retains the right to assign this Agreement to any successor corporation. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

26. BINDING AGREEMENT. Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the termination of this Agreement, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

27. NOTICE. Whenever under the terms of this Agreement written notice is required or permitted to be given by any party to any other party, such notice shall be in writing and shall be deemed to have been sufficiently given if personally delivered, delivered by a national overnight courier service (such as Federal Express), transmitted

by electronic facsimile or deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return-receipt-requested, addressed to the party to whom it is to be given, at the address hereinafter set forth. Any party hereto may change its address by written notice in accordance with this Section:

MEMORIAL HOSPITAL AND HEALTH CARE CENTER:	Memorial Hospital and Health Care Center Attn: General Counsel 800 West 9th Street Jasper, IN 47546
ULH:	University of Louisville Hospital Attn: President 530 S. Jackson Street Louisville, KY 40202

28. FINANCING RECORDS - ACCESS. The Parties agree to retain and make available upon request for a period of four (4) years after the furnishing of such services as described in this contract, the contract, books, documents and records which are necessary to certify the nature and extent of the cost thereof when requested by the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives. If the Parties carry out any duties of this contract through a subcontract with a related organization valued at $10,000 or more over a twelve (12) month period, the subcontract shall also provide that the Secretary of Health and Human Services or the Comptroller General may have access to the subcontract and the subcontractor's books, documents and records necessary to verify the costs of the subcontract for a period of four (4) years after the services have been furnished. This provision relating to the above retention and production of documents is included because of possible application of Section 1395x(v)(1)(I) of the Social Security Act to this Agreement. If this Section should be found inapplicable, then this clause shall be deemed to be inoperative and without force and effect.

29. AMENDMENT. This Agreement may be amended only by written agreement signed by the parties hereto.

30. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties and may only be modified or amended by mutual agreement of both parties in writing. Any such modification or amendment shall be attached hereto and become a part of this Agreement.

31. STARK MASTER CONTRACT LIST. For purposes of compliance with the Stark Law, ULH and MEMORIAL HOSPITAL maintain a master list of contracts between or among the parties that is updated centrally and is available for

review by the Department of Health and Human Services, Office of Inspector General, and/or Centers for Medicare and Medicaid Services upon request.

32. **EQUAL EMPLOYMENT OPPORTUNITY**. ULH is an Equal Employment Opportunity and Affirmative Action employer. The parties hereby incorporate by reference the provisions of Executive Order 11246, as amended, and 41 C.F.R. 60-1.4(a); the Rehabilitation Act of 1973, as amended, and 41 C.F.R.60-741.5(a); the Vietnam Era Veterans' Readjustment Assistance Act, as amended, and 29 C.F.R. 60-250.5(a); and Executive Order 13496 and 29 C.F.R. Part 471, Appendix A to Subpart A. By acceptance of this contract, MEMORIAL HOSPITAL represents and warrants that unless exempted under the terms of these applicable laws, it will comply with the foregoing Executive Orders, statutes, rules and regulations and all amendments thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

LITTLE COMPANY OF MARY HOSPITAL OF INDIANA, INC. d/b/a MEMORIAL HOSPITAL AND HEALTH CARE CENTER

By: _____
Title: President and CEO
Date: 9/30/2015

UNIVERSITY MEDICAL CENTER, INC. d/b/a UNIVERSITY OF LOUISVILLE HOSPITAL

By: _____
Title: VP Operations
Date: 10.8.15

Deaconess
REGIONAL TRAUMA CENTER

Transfer Agreement
Trauma Patient

This agreement is made as of the twelfh day of December, 2011 by and between (referring hospital), Deaconess Hospital, Inc. at Evansville, Indiana, a nonprofit corporation, and Memorial Hospital at Jasper, IN.

Whereas, both Deaconess Hospital and Memorial Hospital desire, by means of this Agreement, to assist physicians and the parties hereto in the treatment of trauma patients:
And whereas the parties specifically wish to facilitate: (a) the timely transfer of such patients and medical and other information necessary or useful in the care and treatment of trauma patients transferred, (b) the determination as to whether such patients can be adequately cared for other than by either of the parties hereto, and (c) the continuity of the care and treatment appropriate to the needs of trauma patients, and (d) the utilization of knowledge and other facilities in a coordinated and cooperative manner to improve the professional health care of trauma patients.

Now, therefore, this agreement witnesseth. That in consideration of the potential advantages accruing to the patens of each of the parties and their physicians, the parties hereby covenant and agree with each other as follows:

1. In accordance with the policies and procedures of the Deaconess Hospital, Inc. and upon the recommendation of the attending trauma surgeon, who is a member of the medical staff of Deaconess Hospital, Inc., that such a transfer is medically appropriate, a trauma patient at the Memorial Hospital shall be admitted to Deaconess Hospital, Inc. as promptly as possible under the circumstances, provided that beds are available and the physician at Deaconess Hospital, Inc. agrees with the medical propriety of the transfer.

2. Hospital agrees that it shall not discriminate in the provision of health care services against patients transferred to Deaconess Hospital, Inc. by Memorial Hospital. Admissions to Deaconess Hospital, Inc. shall be in accordance with general admission policies and procedures and in accordance with any applicable state and federal laws and regulations.

3. The Memorial Hospital agrees that it shall:
   a. Notify Deaconess Hospital, Inc. as far in advance as possible of impending transfer of a trauma patient.
   b. Transfer to Deaconess Hospital, Inc. the personal effect, including money and valuables, and information relating to same.
   c. Memorial Hospital shall obtain the patient's or a responsible party's consent to transfer prior to transfer unless not practical to do so because of the emergency situation. Memorial Hospital shall provide a copy of such consent to Deaconess Hospital, Inc.

12/12/11

d. Effect the transfer to Deaconess Hospital, Inc. through qualified personnel and appropriate transportation equipment, including the use of necessary and medical appropriate life support measures. Memorial Hospital agrees to bear the responsibility for billing the patient for such services, except to the extent that the patient is billed directly for the services by a third party.

4. The Memorial Hospital agree to transmit with each patient at the time of transfer, or in the case of emergency, as promptly as possible thereafter, an abstract of pertinent medical and other records necessary in order to continue the patient's treatment without interruption and to provide identifying and other information.

5. Bills incurred with respect to services performed by either the Deaconess Hospital, Inc. Or Memorial Hospital shall be collected by the party rendering such services directly from the patient, third party, and neither the Deaconess Hospital, Inc. nor Memorial Hospital shall have any liability to the other for such charges.

6. This agreement shall be effective from the date of execution and shall continue in effect indefinitely, except that either party may withdraw by giving thirty (30) days notice in writing to the other party of its intention to withdraw from this agreement. Withdrawal shall be effective at the expiration of the thirty- (30) day notice period. However, if either party shall have its license to operate revoked by the State, this Agreement shall terminate on the date such revocation becomes effective.

7. Each party agrees to comply with all applicable state and federal laws and regulations, including compliance with any applicable licensure requirements. Each party agrees to maintain compliance with any requirements to remain an approved Medicare provider.

8. The Board of Directors of the Deaconess Hospital, Inc. and the Governing Body of Memorial Hospital shall have exclusive control of the policies, management, assets, and affairs of their respective facilities. Neither party assumes liability by virtue of this Agreement, for any debts or other obligations incurred by the other party to this Agreement.

9. Nothing in this Agreement shall be construed as limiting the right of either to affiliate or contract with any hospital or nursing home on either a limited or general basis while this Agreement is in effect.

10. Neither party shall use the name of the other in any promotional or advertising material unless review and approval of the intended use shall first be obtained from the party whose name is to be used.

11. The parties hereby agree to comply with all applicable laws and regulations concerning the treatment and care of patients designated for transfer from one health care institution to another, including but not limited to the Emergency Medical Treatment and Active Labor Act. 42 U.S.C. 1395fdd.

12/12/11

12. This agreement may be modified or amended from time to time by mutual agreement of the parties, and any such modification or amendment shall be attached to and become part of this Agreement. Neither party may assign this Agreement without the express consent of the other party.

12/12/11

13. This Agreement shall be construed and governed by the laws of Indiana.

In witness whereof, the parties hereto have executed this Agreement the day and year first above written.

Linda E. White

By: Linda E. White
President & CEO
Deaconess Hospital

By:_____
President & CEO

12/12/11

TRAUMA TRANSFER AGREEMENT

THIS AGREEMENT made and entered into by and between **MEMORIAL HOSPITAL AND HEALTH CARE CENTER,** an Indiana nonprofit corporation, (hereinafter "Hospital") and **ST. MARY'S MEDICAL CENTER OF EVANSVILLE, INC.,** (hereinafter "Facility"), individually referred to as "Party" and collectively as "Parties".

WITNESSETH:

WHEREAS, Hospital is the owner and operator of a general, acute care hospital known as Memorial Hospital and Health Care Center in which there are located emergency departments, medical and surgical services and outpatient services; and

WHEREAS, Facility is the owner and operator of a hospital licensed by the Indiana State Board of Health for certain health care services and is certified for Medicaid and Medicare reimbursement; and

WHEREAS, Medicare, Medicaid, and State Regulations require that Facility maintain a written agreement with a hospital in close proximity for timely admission of patients who develop complications or require inpatient medical treatment; and

WHEREAS, both Parties to this Agreement wish to assure continuity of care and treatment appropriate to the needs of each patient in the Facility and the Hospital; and

WHEREAS, both Parties to this Agreement wish to establish a coordinated and cooperative program to facilitate continuity of medical care and appropriate treatment for trauma patients and to comply with applicable statutes and federal laws and regulations;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. AUTONOMY

The Parties agree that each shall continue to have the exclusive control of the management, business and properties of their respective institutions, and neither Party by virtue of this Agreement assumes any liability for any debts or obligations of the other Party to the Agreement.

II. TRANSFER OF PATIENTS

2.1 Transfer of Patient to Facility. Whenever the attending physician or surgeon of a patient at Hospital determines that a transfer of such patient from Hospital to Facility is medically necessary and appropriate and consistent with the desires of such patient, if such are known, Hospital shall take whatever steps that are reasonably necessary to effect a transfer of such patient to the Facility as promptly as possible. Hospital shall give notice to the Facility as far in advance as possible of an impending transfer. This includes having a physician with authority to represent the Hospital immediately notify the Facility of its desire to transfer such patient by calling the Trauma Facility Surgeon on call at Facility. Hospital shall

arrange for safe and appropriate transportation of the patient and be responsible for notification of the transfer.

The Trauma Facility Surgeon shall as promptly as possible respond to Hospital indicating whether it has an available bed and personnel properly qualified to treat the patient to be transferred and whether it will accept transfer of the patient. Hospital may make recommendations for additional diagnostic and therapeutic management, based upon the availability of these services at Facility.

2.2 Transfer of Patient to Hospital. When the attending physician or surgeon of a patient transferred initially from Hospital to Facility determines that it is medically necessary and appropriate to discharge the patient from Facility, Hospital shall take whatever steps are reasonably necessary and appropriate to accommodate the return of the patient back to Hospital. Facility shall give notice to Hospital as soon as it is practicable of the impending discharge and transfer. If the patient is to transferred back to Hospital, the responsibility for the return transfer arrangements of the patient shall be that of Facility. In accordance with Hospital's written policy, Hospital shall accept all patients that have previously been transferred to Facility from Hospital. If Hospital is unable to accept patients per specified restrictions as to types of services available and/or types of patients or health conditions that cannot be accepted or due to space limitations, Hospital shall cooperate with Facility to find appropriate placement and care for the patient. Failure of Hospital to reasonably comply with this provision shall, be deemed a material breach of this Agreement and the Facility may terminate this Agreement unless said breach is cured by Hospital within five (5) days after written notice of such breach is provided to Hospital.

2.3 Patient Assistance. Hospital will make its best effort to notify the appropriate Facility department, prior to patient transport, regarding the patient's need for assistance upon arrival at Facility.

III. ADMISSION PRIORITIES

Admissions to Facility shall be in accordance with its admission policies and procedures and in accordance with the Medical Staff Bylaws and rules and regulations. Nothing in this Agreement shall be construed to require Facility to give priority of admission to patients being transferred from Hospital.

IV. MEDICARE PARTICIPATION

During the term of this Agreement, and any extensions thereof, Facility agrees to meet and maintain all necessary Medicare Conditions of Participation and coverage so as to remain an approved provider thereunder. Facility shall be responsible for complying with all applicable federal and state laws. In addition, Facility agrees to maintain all licensure requirements promulgated by the Indiana State Department of Health.

V. INTERCHANGE OF INFORMATION AND MEDICAL RECORDS

Facility and Hospital agree to exchange medical and other information, including medical records (or copies thereof), which may be necessary or useful in the care and treatment of patients hereunder, and for reimbursement for patient services, as required and permitted by all applicable federal and state laws. Such information shall be provided by and between Facility and hospital, by telephone or hard copy as appropriate, prior any services provided hereunder where possible, or when such information shall be recorded on hospital's transferal and referral form.

Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which Hospital is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Laws") in order to ensure that Hospital is at all times in conformance with all Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.

VI. CONSENT TO MEDICAL TREATMENT

Hospital agrees to provide Facility with information which may be needed by, or helpful to, Facility in securing consent for medical treatment for the patient.

VII. TRANSFER OF PERSONAL AFFECTS

Hospital shall be responsible for the transfer of any personal effects, particularly money and valuables, of patients hereunder, except that Facility shall be responsible for such personal effects, pursuant to Facility's Policy for Patient Valuables and Currency, while patients are at Facility.

VIII. FINANCIAL ARRANGEMENTS

Reimbursement from the patient, Medicare, Medicaid, or other third party (collectively referred to as the "Appropriate Payor"), for claims and charges incurred with respect to patient services shall be the responsibility of the Party which directly provides such services, unless applicable law and regulations require that one Party bill the other Party for certain services. To the extent Facility is subject to the skilled nursing facility ("SNF") prospective payment system ("PPS") consolidated billing requirements, Facility shall be responsible for billing the Appropriate Payor and pursuing denied claims for such services, including Hospital provided services, which are provided pursuant to

patients' Resident Care Plan. Facility and Hospital may individually negotiate discounted rates for the provision of such services.

IX. INSURANCE

9.1 Worker's Compensation. Facility shall carry Worker's Compensation insurance covering all of its employees per statutory limits performing services at Hospital, and Employer's Liability insurance in an amount not less than $1,000,000.00. Said Worker's Compensation policy shall contain an endorsement waiving subrogation rights against the Hospital.

9.2 Comprehensive and Property Damage Liability. Facility shall carry occurrence form Primary Commercial General Liability in minimum limits of $1,000,000 each occurrence and $2,000,000 general aggregate, combined single limit on $1,000,000 bodily injury and $1,000,000 property damage and $2,000,000 general aggregate. Such policy shall also include contractual liability protection insurance to satisfy Facility's indemnification obligations set out in Section 10.1 below.

9.3 Professional Liability. Facility shall carry Medical Malpractice Insurance with those limits necessary to qualify Facility as a provider under the Indiana Medical Malpractice Act (I.C. 34-18). Facility agrees to be and remain a provider thereunder.

9.4 Proof of Coverage. Facility shall provide Hospital with appropriate certificates evidencing the insurance coverages set out in this Article IX.

9.5 Hospital Coverage. Hospital shall carry Medical Malpractice Insurance in such amounts as noted on Exhibit A.

X. INDEMNIFICATION

10.1 Facility Indemnification. Facility agrees that it will indemnify and hold harmless the Hospital, its officers, agents, and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of bodily injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the sole negligent act or negligent failure to act of Facility or any of its agents or employees.

10.2 Hospital Indemnification. The Hospital agrees that it will indemnify and hold harmless Facility, its officers, agents, and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of personal injury or property damage of whatsoever nature or kind, arising out of or as a result of the sole negligent act or failure to act of the Hospital, its employees or agents or arising out of the failure of equipment or the malfunction of equipment owned and maintained by the Hospital so long as the malfunction or failure is not caused by the negligence of Facility or its agents or employees.

XI. DURATION AND TERMINATION

11.1 Term and Renewal. The term of this Agreement is for a period of one (1) year from the date hereof, and it shall be considered to be automatically renewed for successive one (1) year terms unless on or before ninety (90) days from the expiration of an annual term one Party notifies the other, in writing, that the Agreement is not to be renewed, in which event the Agreement shall terminate at the expiration of the then current term.

11.2 Termination. Notwithstanding Section 11.1, this Agreement may be terminated as follows:

11.2-1 Termination by Agreement. In the event Hospital and Facility shall mutually agree in writing, this Agreement shall be terminated on the terms and date stipulated therein.

11.2-2 Early Termination. This Agreement may be terminated by either Party at any time upon the provision of thirty (30) days prior written notice to the other Party.

11.2-3 Automatic Termination. This Agreement shall immediately and automatically terminate if:

(a) Either the Hospital or Facility has its hospital license revoked, suspended, or not renewed; or

(b) Either Party's agreement with the Secretary of Health and Human Services under the Medicare Acts is terminated.

11.3 Notice of Changes. During the term of this Agreement, each Party shall notify the other Party regarding: (1) ownership change; (2) name change; or (3) an appointment of a new Administrator and/or Hospital-Facility liaison person, as soon as practicable after the changes.

XII. ACCESS TO BOOKS AND RECORDS

12.1 Access to Books and Records. In order to assure that compensation paid to Parties is included in determining their proper reimbursement under Medicare and Medicaid, the Parties agree that if this contract is determined to be a contract within the purview of §1861(v)(1)(I) of the Social Security Act (§952 of the Omnibus Reconciliation Act of 1980) and the regulations promulgated in implementation thereof at 42 CFR Part 420, the Parties agrees to make available to the Comptroller General of the United States, the Department of Health and Human Services ("HHS") and their duly authorized representatives, access to the books, documents and records of Parties, and such other information as may be required by the Comptroller General of the United States, the Department of Health and Human Services ("HHS") and their duly authorized representatives, access to the books, documents and records of Parties, and such other information as may be required by the Comptroller General or Secretary of HHS to verify the

nature and extent of the costs of services provided by Parties. If either Party carries out the duties of the contract through a subcontract worth $10,000 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.

12.2 Compliance. If either Party refuses to make the books, documents and records available for said inspection and if the other Party is denied reimbursement for said services based on such refusal, each Party agrees to indemnify the other Party for such loss or reduction in reimbursement. The obligation of the Parties to make records available shall extend for four (4) years after the furnishing of the latest services under this Agreement or any renewal thereof.

XIII. GENERAL PROVISIONS

13.1 Advertising and Publicity. Neither Party shall use the name of the other Party in any promotional or advertising material unless review and approval of the intended use is first obtained, in writing, from the Party whose name is to be used.

13.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.

13.3 Assignment. Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other Party herein.

13.4 Confidentiality. Hospital and Facility agree that the terms and conditions of this Agreement shall remain confidential. Neither Hospital nor Facility shall distribute this Agreement, or any part thereof, or reveal any of the terms of this Agreement to parties other than the Parties hereto, or their employees or agents, unless expressly allowed or required by law or with the express written consent of the other Party.

13.5 Corporate Responsibility. This Agreement is subject to the Parties' corporate responsibility programs, and Facility shall assist the Hospital as needed in the educational and investigational component of that program. The Parties shall acknowledge and respect the freedom of patients to participate in health care decision-making, and shall honor patient choice in the selection of health care providers.

13.6 Standard of Conduct. The Parties are committed to upholding the highest standard of ethical and legal business practices. The Parties will not tolerate illegal or unethical activity and will notify opposite Parties' Corporate Responsibility Officer of any suspected illegal or unethical activity by that Party or any of its employees or agents.

13.7 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the Parties with respect to the same subject matter and does constitute the entire Agreement between the Parties hereto and the Hospital and

Facility shall neither be entitled to other benefits than those herein specifically enumerated.

13.8 Governing Law. This Agreement shall be construed and governed by the laws of Indiana.

13.9 Non-Exclusive. Nothing in this Agreement shall be construed as limiting the rights of either Party to affiliate or contract with any other hospital or facility on either a limited or general basis while this Agreement is in effect.

13.10 Notices. Notices or communication herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice:

HOSPITAL	FACILITY
Memorial Hospital and Health Care Center	St. Mary's Medical Center
	Kim Richardson, CFO
800 W. 9th Street	3700 Washington Avenue
Jasper, IN 47546	Evansville, Indiana 47750

13.11 Regulatory and Statutory Compliance. Hospital and Facility agree that this Agreement shall be performed in accordance with all applicable state and Federal laws, regulations and accreditation requirements which govern this Agreement. These include, but are not limited to, SNF PPS consolidated billing requirements, and requirements concerning patient admissions and transfers as specified by the Indiana State Department of Health, Emergency Medical Treatment and Labor Act, and the Comprehensive Accreditation Manual for Hospitals from the Joint Commission of Accreditation of Healthcare Organizations.

13.12 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

13.13. Status of Parties. In carrying out the terms of this Agreement, the Parties agree that each is acting as an independent contractor and not as an agent or employee of the other. Each Party agrees to pay, as they become due, all federal and state withholdings and income taxes, including social security taxes due and payable on the compensation earned by each Party and each Party agrees to hold the other harmless from any taxes, penalties or interest which might arise by its failure to do so.

13.14 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

{The remainder of this page intentionally left blank}

XIV. EXECUTION

This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of the Hospital and Facility by an official of each, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the Hospital and Facility have executed this Agreement on the dates written below.

"HOSPITAL"

MEMORIAL HOSPITAL AND HEALTH CARE CENTER

By: _____

Printed: Raymond W. Snowden

Title: President / CEO

Date: 6-30-03

"FACILITY"

ST. MARY'S MEDICAL CENTER

By: _____

Printed: Kathleen Korbelak

Title: President

Date: 7/23/03

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Exhibit A

Hospital shall maintain professional liability insurance and take all other necessary steps to cause Hospital to be and remain a qualified provider under the Indiana Medical Malpractice Act (I.C. 34-18, et seq.) (the "Act"). Hospital shall provide Facility with appropriate certificate(s) evidencing such insurance coverage.

Amendment to Patient Transfer Agreement

The Patient Transfer Agreement, by and between the Health and Hospital Corporation of Marion County d/b/a Eskenazi Health and Memorial Hospital + Health Care Center, is hereby amended by incorporating this Exhibit A into the Agreement:

Exhibit A

1. **Criteria for Transfer**: Patients meeting the following criteria should be considered for transfer to the Smith Level I Shock Trauma Center at Eskenazi Health and/or Richard M. Fairbanks Burn Center at Eskenazi Health. The following criteria are not exhaustive and the referring physician shall maintain the discretion to refer appropriate transfers.
    a. Carotid or vertebral injury.
    b. Bilateral pulmonary contusion with PaO_2:FIO_2 ratio less than 200.
    c. Major abdominal vascular injury.
    d. Grade IV or V liver injuries requiring transfusion of more than six units of red blood cells in six hours.
    e. Unstable pelvic fracture requiring transfusion of more than six units of red blood cells in six hours.
    f. Fracture or dislocation with loss of distal pulses.
    g. Penetrating injuries or open fracture of the skull.
    h. Glasgow Coma Scale score of less than 14 or lateralizing.
    i. Spinal fracture or spinal cord deficit.
    j. Complex pelvis/acetabulum fractures.
    k. More than two unilateral rib fractures or bilateral rib fractures with pulmonary contusion (if no critical care consultation is available).
    l. Significant torso injury with advanced comorbid disease (such as coronary artery disease, chronic obstructive pulmonary).
    m. Burns consistent with American Burn Association Burn Center referral criteria.

2. **Communication Guidelines**: For a transfer of a patient to the Smith Level I Shock Trauma Center or the Richard M. Fairbanks Burn Center, physician to physician communication should occur via the Transfer Center (1-800-487-2862). The Transfer Center Personnel will connect the appropriate physician services. During this communication, the physicians will determine the most appropriate form of transport based on the patient's condition, travel distance, and weather conditions. In addition, the communication will consist of injuries or suspected injuries, current treatments, interventions prior to transfer and agreement on mode of transportation.

3. **Transportation Guidelines**: The referring physician and accepting physician will decide on mode of transportation. If the injury life- or limb- threatening, then air medical service is recommended if weather permitting. If ground transport is indicated, then the physicians will decide on BLS, ALS transport or critical care transport.

4. **Documentation Requirements**: The referring facility will complete the standard hospital approved transfer documentation form and send with the patient records to the referring facility.

5. **Performance Improvement and Patient Safety**: The receiving facility will provide confidential and protected patient follow-up information to the referring facility for performance improvement and patient safety. The referring facility will provide a contact person from receiving trauma program to discuss any process, operational or system issues prior, during or following transfer of injured patients. For communication regarding performance improvement activities:

Smith Level I Shock Trauma Center at Eskenazi Health
Wendy St. John, RN, BSN
Trauma Program Manager
Offic
Fa

Referring Facility:

VICKI STUFFLE, RN
(Trauma Program Manager/ED Nursing Director)

(Phone Number)

(e-mail address)

(Secure fax)

Eskenazi Health and Facility are each signing this Agreement on the date stated below that party's signature.

THE HEALTH AND HOSPITAL CORPORATION OF MARION COUNTY D/B/A ESKENAZI HEALTH

Larry Gossman

Larry Gossman, Associate VP of Supply Chain

Date: 3/1/2016

Memorial Hospital & Health Care Center ("FACILITY")

By:

Title: President and CEO

Date: 5/6/2016

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www.mhhcc.org

July 12, 2016

Due to no neurosurgical capabilities at Memorial Hospital and Health Care Center, our goal for the trauma patient with a neurologic injury, that requires neurosurgical intervention, is to expedite the care in order to transfer the patient to the most appropriate tertiary care facility (trauma center). Neurosurgical injuries to be transferred are:

- Intracranial hemorrhage
- Spinal fracture with spinal cord injuries
- Cranial trauma with vascular injury
- Complex craniofacial trauma
- Penetrating injuries or open skull fractures

We do/can admit patients with head injuries that show normal brain pathology on CT and GCS 14 or greater.

Transfer agreements are in place with both Level I and II Trauma Centers. All neurologic trauma cases are reviewed in our PIPS committee.

Dr. Donald Vennekotter
Trauma Medical Director

Vicki Stuffle
Trauma Program Director

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APPLICATION FOR "IN THE PROCESS" LEVEL III TRAUMA CENTER

SECTION 10

TRANSFER AGREEMENTS AND CRITERIA

1. Transfer Policy
2. Transfer Agreements

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Effective:	*08/1992*
Reviewed/Approved:	*06/2016*
Last Revised:	*06/2016*
Expires:	*06/2018*
Owner:	*Vicki Stuffle: Director Trauma Services*
Policy Area:	*Organizational*
References:	

Transfer

PURPOSE:

It is the policy of Memorial Hospital and Health Care Center to comply with all applicable laws and regulations relating to the provision of emergency services and to establish guidelines for the transferring of any patient in accordance with the Emergency Medical Treatment and Labor Act, 42 U.S.C. 1395dd. Signs specifying the rights of individuals under the Act will be posted in accordance with federal regulations.

A. Any individual presenting to the Emergency Department requesting examination or treatment of a medical condition will be given an appropriate Medical Screening examination to determine if a medical emergency or active labor exists. Screening and stabilization measures will not be delayed in order to inquire about method of payment or insurance status.

B. If a medical emergency or active labor exists, appropriate stabilizing treatment will be provided.

C. An individual does not have to be stabilized when the individual, after being informed of the risks of transfer and of the hospital's treatment obligations, requests the transfer and signs a transfer request form.

EQUIPMENT:

Transfer Forms:

1. Authorization for Transfer (MR 50;)
2. Transfer Data Sheet (MR 51)
3. Pertinent Medical Records, EKG, Lab and Radiology Results

DEFINITIONS:

Emergency Medical Condition: A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain, psychiatric disturbances, and/or symptoms of substance abuse) such that the absence of immediate medical attention could reasonably be expected to result in:

A. Placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;

B. Serious impairment to bodily functions; or

C. Serious dysfunction of any bodily organ or part; or

D. With respect to a pregnant woman who is having contractions -

1. That there is inadequate time to effect a safe transfer to another hospital before delivery; or
2. That the transfer may pose a threat to the health or safety of the woman or the unborn child.

To Stabilize:

A. With respect to an emergency medical condition "to provide such medical treatment of the condition necessary to assure, within reasonable medical probability, that no material deterioration is likely to result from or occur during the transfer of the individual from the facility" or

B. With respect to an emergency medical condition, "the woman has delivered her child and the placenta."

Transfer: The movement (including the discharge) of an individual outside a hospital's facilities at the direction of any person employed by (or affiliated or associated, directly or indirectly, with) the hospital but does not include such a movement of an individual who leaves the facility without the permission of any such person or has been declared dead.

Medical Screening Exam: This exam is performed by a physician or physician extender in the Emergency Department or Triage area. A medical screening is completed to identify patients who need stabilization or further treatment prior to a transfer to another facility.

Medical screening consist of an evaluation for:

- Hemodynamic stability including V/S
- Airway Maintenance
- Cardiac Stability
- Hemorrhage
- Neurologic Stability
- Viability of limbs/or organs
- Active Labor

Physician Extender: Nurse Practitioner, Physician Assistant

PROCEDURE:

A. Transfer of an unstable patient is not to occur unless:

1. Written request - The individual (or a legally responsible person acting on the individual's behalf) requests the transfer, after being informed of the hospital's obligation under COBRA and of the risks of transfer. The request must be in writing and indicate the reasons for the request and that he or she is aware of the risks and benefits of the transfer. The request will be made a part of the patient's medical record and a copy sent to the receiving facility along with the individual transferred.
2. Physician certification - A physician has signed a certification that, based upon the information available at the time of the transfer, the medical benefits reasonably expected from the provision of appropriate medical care at another medical facility outweighed the increased risks to the individual or, in the case of a woman in labor to the woman or the unborn child, from being transferred. The certification must contain a summary of the risks and benefits upon which it is based.

B. No patient will be transferred without positive acceptance by the receiving facility.

C. A patient may be transferred to another hospital only if his condition permits, and under at least one of the following circumstances:

1. No available beds at this facility.
2. The patient requests to be transferred.
3. The patient's physician requests that the patient be transferred to another facility.
4. The patient requires specialist capabilities not available at this facility.
5. The American Burn Association and the American College of Surgeons have recommended that the following patients be considered for transfer to a burn center:
    a. Partial thickness and full thickness burns greater than 10% of body surface area (BSA) in patients under 10 or over 50 years of age;
    b. Partial thickness and full thickness burns greater than 20% BSA in other age groups;
    c. Deep partial thickness and full thickness burns that involve the face, hands, feet, genitalia, perineum, and overlying major joints;
    d. Full thickness burns greater than 5% BSA in any age group
    e. Significant electrical burns including lightning injuries
    f. Significant chemical burns
    g. An inhalation injury
6. Neurosurgical Injuries
    a. Intracranial hemorrhage
    b. Spinal fracture with spinal cord injuries
    c. Cranial trauma with vascular injury
    d. Complex craniofacial trauma
    e. Penetrating injuries or open skull fractures
7. General Surgical Injuries
    a. Limb threatening vascular injuries
    b. Carotid or vertebral injury
    c. Complex multi trauma (at the discretion of the attending Trauma Surgeon)
    d. Major abdominal vascular injury
    e. Grade IV or V liver injury requiring transfer of more than 6 units of PRBC in 6 hours
    f. Pulmonary contusion with more than 2 unilateral rib fractures or bilateral rib fractures
    g. Significant torso injury with advanced comorbid disease
8. Cardio Thoracic
    a. Torn thoracic aorta or great vessel
    b. Cardio-thoracic trauma
9. Obstetrical / Gynecological
    a. Pregnant patients greater than 24 weeks gestation with significant trauma that requires monitoring for potential intervention.
10. Orthopedic

a. Complex hand repairs

b. Complex pelvic / acetabulum fractures

c. Fracture or dislocation with loss of distal pulses

11. Pediatrics

a. Significant traumatic injuries

i. Pediatric patients should be transported to a pediatric trauma center.

b. Significant illness

i. Pediatric patients should be transported to a tertiary pediatric care center.

D. The physician on duty will fill out the Authorization for Transfer accurately. Information sent to the receiving facility should include any medication or treatment given to the patient in the department. Information should include the following:

1. Condition of patient at screening/triage.
2. Actions taken toward stabilization and treatment.
3. Contact with and approval of the transfer by receiving facility.
4. Means of transportation, personnel and equipment.
5. Condition of patient at time of transfer.

E. The authorization for transfer form is to be signed by the patient or legally responsible person. The physician will inform the patient/family of the risks and benefits of the transfer and list these on the authorization form.

F. Patients who are transferred must first have authorization from both the receiving hospital and the receiving physician to which the patient is being transferred.

G. The transferring hospital sends to the receiving hospital all medical records related to the emergency condition that are available at the time of transfer.

H. The transferring physician will transfer the responsibility of the patient to the transport team upon the patient departing from the hospital. The transport team will follow the protocols and policies established for patient care en route to receiving institution. The transferring physician will maintain responsibility for patients transferred by personal vehicle until the patient arrives at the receiving institution.

I. The nurse will be sure that all of the patient's personal belongings are transferred with them or given to a significant other and so noted on the patient record.

J. The transfer forms are filled out completely and sent with the patient, in addition to copies of the appropriate medical records.

K. All transfers will be monitored for appropriateness as part of the department and hospital Quality Assessment/Performance Improvement plan.

L. The appropriate mode of transport will be determined by the physician in charge of the patient at the time of discharge.

M. All trauma related transfers out of the facility will be monitored by the Trauma Services Performance Improvement and Patient Safety Program (PIPS).

Attachments:

No Attachments

	Approver	Date
	Denise Kaetzel: Director Quality Services	01/2014
	Tonya Heim: Vice President Patient Services and CNO	01/2014
	Cheryl Welp: Executive Director of PAS & Administrator of SCC	01/2014
	Stan Tretter, M.D.: Chief Medical Officer	01/2014
	Ray Snowden: Board Chairperson	01/2014
	Vicki Stuffle: Director Trauma Services	05/2016
	Denise Kaetzel: Director Quality Services	05/2016
	Cheryl Welp: Executive Director of PAS & Administrator of SCC	05/2016
	Tonya Heim: Vice President Patient Services and CNO	05/2016
	Donald Vennekotter, M.D.: Medical Director Trauma Services	05/2016
	Nicholas Werne, M.D.: Medical Staff President	05/2016
	E. Kyle Bennett: President and CEO	06/2016

Amendment to Patient Transfer Agreement

The Patient Transfer Agreement, by and between the Health and Hospital Corporation of Marion County d/b/a Eskenazi Health and Memorial Hospital + Health Care Center, is hereby amended by incorporating this Exhibit A into the Agreement:

Exhibit A

1. **Criteria for Transfer**: Patients meeting the following criteria should be considered for transfer to the Smith Level I Shock Trauma Center at Eskenazi Health and/or Richard M. Fairbanks Burn Center at Eskenazi Health. The following criteria are not exhaustive and the referring physician shall maintain the discretion to refer appropriate transfers.
    a. Carotid or vertebral injury.
    b. Bilateral pulmonary contusion with PaO_2:FIO_2 ratio less than 200.
    c. Major abdominal vascular injury.
    d. Grade IV or V liver injuries requiring transfusion of more than six units of red blood cells in six hours.
    e. Unstable pelvic fracture requiring transfusion of more than six units of red blood cells in six hours.
    f. Fracture or dislocation with loss of distal pulses.
    g. Penetrating injuries or open fracture of the skull.
    h. Glasgow Coma Scale score of less than 14 or lateralizing.
    i. Spinal fracture or spinal cord deficit.
    j. Complex pelvis/acetabulum fractures.
    k. More than two unilateral rib fractures or bilateral rib fractures with pulmonary contusion (if no critical care consultation is available).
    l. Significant torso injury with advanced comorbid disease (such as coronary artery disease, chronic obstructive pulmonary).
    m. Burns consistent with American Burn Association Burn Center referral criteria.

2. **Communication Guidelines**: For a transfer of a patient to the Smith Level I Shock Trauma Center or the Richard M. Fairbanks Burn Center, physician to physician communication should occur via the Transfer Center (1-800-487-2862). The Transfer Center Personnel will connect the appropriate physician services. During this communication, the physicians will determine the most appropriate form of transport based on the patient's condition, travel distance, and weather conditions. In addition, the communication will consist of injuries or suspected injuries, current treatments, interventions prior to transfer and agreement on mode of transportation.

3. **Transportation Guidelines**: The referring physician and accepting physician will decide on mode of transportation. If the injury life- or limb- threatening, then air medical service is recommended if weather permitting. If ground transport is indicated, then the physicians will decide on BLS, ALS transport or critical care transport.

4. **Documentation Requirements**: The referring facility will complete the standard hospital approved transfer documentation form and send with the patient records to the referring facility.

5. **Performance Improvement and Patient Safety**: The receiving facility will provide confidential and protected patient follow-up information to the referring facility for performance improvement and patient safety. The referring facility will provide a contact person from receiving trauma program to discuss any process, operational or system issues prior, during or following transfer of injured patients. For communication regarding performance improvement activities:

Smith Level I Shock Trauma Center at Eskenazi Health
Wendy St. John, RN, BSN
Trauma Program Manager
Office:
Fax:

Referring Facility:

VICKI STUFFLE, RN
(Trauma Program Manager/ED Nursing Director)

(Phone Number)

(e-mail address)

(Secure fax)

Eskenazi Health and Facility are each signing this Agreement on the date stated below that party's signature.

THE HEALTH AND HOSPITAL CORPORATION OF MARION COUNTY D/B/A ESKENAZI HEALTH

Larry Gossman

Larry Gossman, Associate VP of Supply Chain

Date: 3/1/2016

Memorial Hospital & Health Care Center ("**FACILITY**")

By:

Title: President and CEO

Date: 5/6/2016

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("Agreement") is made and entered into by and between **LITTLE COMPANY OF MARY HOSPITAL OF INDIANA, INC. d/b/a MEMORIAL HOSPITAL AND HEALTH CARE CENTER** ("MEMORIAL HOSPITAL"), an Indiana not-for-profit corporation located at 800 West 9th Street, Jasper, Indiana, and **UNIVERSITY MEDICAL CENTER, INC. D/B/A UNIVERSITY OF LOUISVILLE HOSPITAL**, a Kentucky not-for-profit corporation located at 530 S. Jackson Street, Louisville, KY 40202 (hereinafter referred to as "ULH").

WITNESSETH:

WHEREAS, by means of an agreement, both parties desire to assist physicians and the parties hereto in the treatment of patients by facilitating the timely and medically appropriate transfer of patients and available medical records and other information necessary for the care and treatment of the patients transferred; and

WHEREAS, each party agrees to accept the medically appropriate transfer of the other party's patients.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM**. This Agreement shall be effective from the 1st day of June, 2015 through the 31st day of May, 2016 and shall be automatically renewed for successive one (1) year periods, not to exceed a total of five (5) years, unless either party provides the other party written notice of its intent to terminate the Agreement at least sixty (60) days prior to the expiration date of the then current term.

2. **PATIENT TRANSFER**. The parties agree that in the event the transferring facility does not have the specialized capability or facilities required by an individual, or if the individual's condition is deteriorating so rapidly that failure to transfer the individual would significantly jeopardize the life or health of the individual, or the individual is in need of other medically appropriate services offered by receiving facility, receiving facility agrees to accept the appropriate transfer of such individual in order to render stabilizing or other medically appropriate treatment. In the event that receiving facility does not have the capacity or capability to accept such individual, receiving facility is not required to accept him/her for transfer.

3. **PRIOR ACCEPTANCE OF TRANSFER**. Prior to initiating the transfer, transferring facility must receive confirmation from the receiving facility that it will accept the patient.

4. PROVISION OF INFORMATION. Transferring facility and receiving facility agree:

a) to provide the other facility with the names or classifications of persons authorized to initiate, confirm, and accept the transfer of patients on behalf of each facility; and

b) that any transfer procedures shall be made available to the personnel of each of the parties that are involved in patient transfers.

5. INFORMATION AND CONFIDENTIALITY. Transferring facility agrees to transmit with each patient at the time of transfer all available medical and financial information necessary to provide continuity of care for the patient, including an appropriately completed transfer form. Transferring facility agrees to supplement the information as necessary for the maintenance of the patient during transport and treatment at the receiving facility. Each party agrees to maintain the confidentiality of the medical information so as to comply with all state and federal laws, rules and regulations regarding the confidentiality of patient records.

6. TRANSFER CONSENT. Transferring facility shall have responsibility for obtaining the patient's consent to the transfer to receiving facility prior to the transfer, if the patient is competent. If the patient is not competent, transferring facility shall obtain consent from the individual legally authorized to consent on behalf of the patient.

7. TRANSPORTATION OF PATIENT. Transferring facility shall have the responsibility for arranging transportation of the patient to the receiving facility, including selection of the mode of transportation. The receiving facility's responsibility for the patient's care shall begin when the patient arrives at the receiving facility. In the event receiving facility utilizes its own transportation service or otherwise arranges to transport the patient, the receiving facility assumes responsibility for the patient's care upon acceptance of the patient prior to transport.

8. NO PAYMENT/REQUIREMENT FOR REFERRALS. Nothing in this Agreement shall be construed to require either facility to make referrals of patients to the other facility. No payment shall be made under this Agreement in return for the referral of patients or in return for the ordering, purchasing or leasing of products or services.

9. PAYMENT FOR SERVICES. Neither transferring facility nor receiving facility shall assume the responsibility for the collection of any accounts receivable other than its own incurred as a result of its rendering services directly to the patient. All other bills incurred with respect to services performed by either transferring facility or receiving facility for patients received pursuant to this Agreement, shall be collected by the party rendering such services directly from the patient, third party insurance carriers, or other sources normally billed by the party rendering the services, and neither

transferring facility nor receiving facility shall have any liability to the other for such charges, unless specifically agreed to by both parties and stated in writing.

10. **INSURANCE**. Each Party shall, at its own cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amounts of: One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) annual aggregate for commercial general liability; One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate for professional liability; One Million Dollars each and every occurrence for automobile liability; and applicable state statutory limits for workers compensation. In addition to the coverage's specifically listed herein, each party shall maintain any other usual and customary policies of insurance applicable to the work being performed pursuant to this Agreement. Said policy (ies) shall cover all of the services hereunder. By requiring insurance herein, neither party represents that coverage and limits will necessarily be adequate to protect the parties, and such coverage and limits shall not be deemed as a limitation on either party's liability under the indemnities granted in this Agreement. In the event either party procures a "claims-made" policy to meet the insurance requirements herein, such party agrees to purchase "tail" coverage upon the termination of any such policy or upon termination of this agreement. Said "tail" coverage shall provide for an indefinite reporting period. Each party will obtain all insurance coverage's specified herein from insurers with a current A. M. Bests financial rating of A- or better. In the event that one or more of the insurers does not have an A. M. Bests rating, the name of the insurer(s) with appropriate financial information will be forwarded to each party for review. The use of any insurer that does not have an A. M. Bests rating must be agreed to in advance by the parties. The parties acknowledge and agree that ULH and MEMORIAL HOSPITAL both maintain a program of self funded insurance and that such insurance coverage is acceptable to satisfy the insurance requirements set forth herein. Each Party will furnish to the other party upon request, a certificate of insurance evidencing all of the herein specified policies of insurance with an insurer and with limits meeting the requirements of this Agreement. Said policies shall be primary with respect to any insurance maintained by the parties. Each party shall provide copies of any and all insurance policies within 10 days of a party's request for said policies. Failure to maintain the required insurance, as set forth in this Agreement, may result in immediate termination of this Agreement by either party.

11. **LIABILITY**. Receiving facility agrees to indemnify and hold harmless transferring facility its directors, officers, employees, agents, representatives, successors, assigns, and subcontractors from and against any and all claims, demands, actions, settlements or judgments, including reasonable attorneys' fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of receiving facility.

Transferring facility agrees to indemnify and hold harmless receiving facility its directors, officers, employees, agents, representatives, successors, assigns, and subcontractors from and against any and all claims, demands, actions, settlements or

judgments, including reasonable attorneys' fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of transferring facility.

The duties to indemnify and hold harmless, as set forth in this Section 11, shall survive the termination and expiration of this Agreement.

12. AGREEMENT NOT EXCLUSIVE. No part of this Agreement shall be interpreted as limiting the right of either party to make a transfer agreement with any other hospital.

13. TERMINATION OF AGREEMENT.

a.) Voluntary Termination. Either party may terminate this Agreement for any reason by giving thirty (30) days written notice to the other party of its intention to terminate.

b.) Involuntary Termination. This Agreement shall be terminated immediately upon the occurrence any of the following:

i. The facility of either ULH or MEMORIAL HOSPITAL is destroyed to such an extent that the patient care provided by such facility cannot be carried out adequately;

ii. Either ULH or MEMORIAL HOSPITAL loses its license or accreditation, or becomes an Excluded Provider under Sections 14 and 15 under this Agreement;

iii. Neither ULH or MEMORIAL HOSPITAL no longer is able to provide the clinical services for which this Agreement was sought; or

iv. Either ULH or MEMORIAL HOSPITAL is in default under any of the terms of this Agreement.

14. EXCLUDED PROVIDER REPRESENTATIONS BY RECEIVING FACILITY.

a.) Receiving facility hereby represents and warrants that receiving facility is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Receiving facility hereby agrees to immediately notify transferring facility of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that receiving facility is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that receiving facility is in breach of this Section, this

Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

b.) Receiving facility shall indemnify and hold harmless transferring facility against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section of this Agreement by receiving facility, or due to the exclusion of receiving facility from any federally funded health care program, including Medicare or Medicaid, or out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of receiving facility, or any of receiving facility's employees, subcontractors or agents providing the services hereunder, in connection with receiving facility's obligations under this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of transferring facility, its officers, employees or agents.

15. **EXCLUDED PROVIDER REPRESENTATIONS BY TRANSFERRING FACILITY**.

a) Transferring facility hereby represents and warrants that transferring facility is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Transferring facility hereby agrees to immediately notify receiving facility of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that transferring facility is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that transferring facility is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

b) Transferring facility shall indemnify and hold harmless receiving facility against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section of this Agreement by transferring facility, or due to the exclusion of transferring facility from any federally funded health care program, including Medicare or Medicaid, or out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of transferring facility, or any of transferring facility's employees, subcontractors or agents providing the services hereunder, in connection with transferring facility's obligations under this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of receiving facility, its officers, employees or agents.

16. **COMPLIANCE WITH ALL LAWS, REGULATIONS AND STANDARDS.** Each party warrants that all services to be provided hereunder, shall fully comport with all applicable federal, state and local statutes, rules and regulations,

and that it shall be deemed a material breach of this Agreement if either party shall fail to observe this requirement.

17. **USE OF PROTECTED HEALTH INFORMATION.** Insofar as both parties are covered entities as defined by, and are subject to, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, including the final Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and 164 (HIPAA), and insofar as each party is granting access to the other, their respective patients' Protected Health Information, and insofar as both parties may be creating, Using and Disclosing Protected Health Information for their respective treatment, payment and operations purposes, as those terms are defined by HIPAA, both parties warrant and agree to comply with the HIPAA regulations.

18. **JEOPARDY.** Notwithstanding anything to the contrary herein contained, in the event the performance by either party hereto of any term, covenant, condition or provision of this Agreement jeopardizes the licensure of either party, its participation in or the payment or reimbursement from, Medicare, Medicaid program, Blue Cross or other reimbursement or payment programs, or its full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of a party, any of its property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing a party or any of its services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, the party in jeopardy may at its option (i) terminate this Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to this Agreement and if the parties are unable to resolve the matter within thirty (30) days thereafter, such party may, at its option, terminate this Agreement immediately.

19. **COMPLIANCE WITH CHI STANDARDS OF CONDUCT.** MEMORIAL HOSPITAL recognizes that it is essential to the core values of ULH that all persons and entities employed by or otherwise contracting with ULH at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements. ULH follows such standards as they are reflected in the *Catholic Health Initiatives (CHI) Standards of Conduct*, as may from time to time be amended by CHI. As of the date of this Agreement, the *CHI Standards of Conduct* are set forth in *Our Values & Ethics at Work Reference Guide* (E@W Guide) which is available at the following website:

http://www.catholichealthinitiatives.org/corporate-responsibility

MEMORIAL HOSPITAL acknowledges that it has electronically accessed, obtained or otherwise received a copy of the E@W Guide and has read and understands the same, and hereby agrees that, so long as this Agreement remains in effect, all services furnished by ULH hereunder shall be performed in a manner consistent with, the *CHI Standards of Conduct*. Failure of MEMORIAL HOSPITAL to perform services hereunder in a

manner as determined by ULH to be consistent with the highest standards of business ethics and integrity and applicable legal requirements shall be grounds for immediate termination of this Agreement by ULH.

20. Reserved.

21. ADVERTISING AND PUBLIC RELATIONS. In no event shall either party use (i) the existence of this Agreement or (ii) or either party's name in connection with marketing, promotional materials, television commercials, internet advertising, radio commercials, technical journals, and other trade publications and special interest articles that may appear in format such as magazines and newspaper, or any other medium without prior written approval of the other party.

22. INDEPENDENT CONTRACTOR STATUS. The parties to this Agreement are independent contractors. Neither institution is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either facility, nor shall it in any way alter the control of the management, assets, and affairs of the respective institutions. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.

23. WAIVER. No waiver of any term or condition of this Agreement by either party shall be deemed a continuing or further waiver of the same term or condition or a Waiver of any other term or condition of this Agreement.

24. GOVERNING LAW. This Agreement is made and entered into in the State of Indiana, and shall be governed and construed in accordance with the laws of Indiana.

25. ASSIGNMENT. Except as otherwise expressly provided in this Agreement, neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party except that either party retains the right to assign this Agreement to any successor corporation. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

26. BINDING AGREEMENT. Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the termination of this Agreement, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

27. NOTICE. Whenever under the terms of this Agreement written notice is required or permitted to be given by any party to any other party, such notice shall be in writing and shall be deemed to have been sufficiently given if personally delivered, delivered by a national overnight courier service (such as Federal Express), transmitted

by electronic facsimile or deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return-receipt-requested, addressed to the party to whom it is to be given, at the address hereinafter set forth. Any party hereto may change its address by written notice in accordance with this Section:

MEMORIAL HOSPITAL AND HEALTH CARE CENTER:	Memorial Hospital and Health Care Center Attn: General Counsel 800 West 9th Street Jasper, IN 47546
ULH:	University of Louisville Hospital Attn: President 530 S. Jackson Street Louisville, KY 40202

28. **FINANCING RECORDS - ACCESS.** The Parties agree to retain and make available upon request for a period of four (4) years after the furnishing of such services as described in this contract, the contract, books, documents and records which are necessary to certify the nature and extent of the cost thereof when requested by the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives. If the Parties carry out any duties of this contract through a subcontract with a related organization valued at $10,000 or more over a twelve (12) month period, the subcontract shall also provide that the Secretary of Health and Human Services or the Comptroller General may have access to the subcontract and the subcontractor's books, documents and records necessary to verify the costs of the subcontract for a period of four (4) years after the services have been furnished. This provision relating to the above retention and production of documents is included because of possible application of Section 1395x(v)(1)(I) of the Social Security Act to this Agreement. If this Section should be found inapplicable, then this clause shall be deemed to be inoperative and without force and effect.

29. **AMENDMENT.** This Agreement may be amended only by written agreement signed by the parties hereto.

30. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties and may only be modified or amended by mutual agreement of both parties in writing. Any such modification or amendment shall be attached hereto and become a part of this Agreement.

31. **STARK MASTER CONTRACT LIST.** For purposes of compliance with the Stark Law, ULH and MEMORIAL HOSPITAL maintain a master list of contracts between or among the parties that is updated centrally and is available for

review by the Department of Health and Human Services, Office of Inspector General, and/or Centers for Medicare and Medicaid Services upon request.

32. **EQUAL EMPLOYMENT OPPORTUNITY**. ULH is an Equal Employment Opportunity and Affirmative Action employer. The parties hereby incorporate by reference the provisions of Executive Order 11246, as amended, and 41 C.F.R. 60-1.4(a); the Rehabilitation Act of 1973, as amended, and 41 C.F.R.60-741.5(a); the Vietnam Era Veterans' Readjustment Assistance Act, as amended, and 29 C.F.R. 60-250.5(a); and Executive Order 13496 and 29 C.F.R. Part 471, Appendix A to Subpart A. By acceptance of this contract, MEMORIAL HOSPITAL represents and warrants that unless exempted under the terms of these applicable laws, it will comply with the foregoing Executive Orders, statutes, rules and regulations and all amendments thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

LITTLE COMPANY OF MARY HOSPITAL OF INDIANA, INC. d/b/a MEMORIAL HOSPITAL AND HEALTH CARE CENTER

By: _____

Title: President and CEO

Date: 9/30/2015

UNIVERSITY MEDICAL CENTER, INC. d/b/a UNIVERSITY OF LOUISVILLE HOSPITAL

By: _____

Title: VP Operations

Date: 10.8.15

Deaconess
REGIONAL TRAUMA CENTER

Transfer Agreement
Trauma Patient

This agreement is made as of the twelfh day of December, 2011 by and between (referring hospital), Deaconess Hospital, Inc. at Evansville, Indiana, a nonprofit corporation, and Memorial Hospital at Jasper, IN.

Whereas, both Deaconess Hospital and Memorial Hospital desire, by means of this Agreement, to assist physicians and the parties hereto in the treatment of trauma patients:
And whereas the parties specifically wish to facilitate: (a) the timely transfer of such patients and medical and other information necessary or useful in the care and treatment of trauma patients transferred, (b) the determination as to whether such patients can be adequately cared for other than by either of the parties hereto, and (c) the continuity of the care and treatment appropriate to the needs of trauma patients, and (d) the utilization of knowledge and other facilities in a coordinated and cooperative manner to improve the professional health care of trauma patients.

Now, therefore, this agreement witnesseth. That in consideration of the potential advantages accruing to the patens of each of the parties and their physicians, the parties hereby covenant and agree with each other as follows:

1. In accordance with the policies and procedures of the Deaconess Hospital, Inc. and upon the recommendation of the attending trauma surgeon, who is a member of the medical staff of Deaconess Hospital, Inc., that such a transfer is medically appropriate, a trauma patient at the Memorial Hospital shall be admitted to Deaconess Hospital, Inc. as promptly as possible under the circumstances, provided that beds are available and the physician at Deaconess Hospital, Inc. agrees with the medical propriety of the transfer.

2. Hospital agrees that it shall not discriminate in the provision of health care services against patients transferred to Deaconess Hospital, Inc. by Memorial Hospital. Admissions to Deaconess Hospital, Inc. shall be in accordance with general admission policies and procedures and in accordance with any applicable state and federal laws and regulations.

3. The Memorial Hospital agrees that it shall:
   a. Notify Deaconess Hospital, Inc. as far in advance as possible of impending transfer of a trauma patient.
   b. Transfer to Deaconess Hospital, Inc. the personal effect, including money and valuables, and information relating to same.
   c. Memorial Hospital shall obtain the patient's or a responsible party's consent to transfer prior to transfer unless not practical to do so because of the emergency situation. Memorial Hospital shall provide a copy of such consent to Deaconess Hospital, Inc.

600 Mary Street, Evansville, IN 47747 • 812-450-3940 • Fax: 812-450-5049 • www.deaconess.com

d. Effect the transfer to Deaconess Hospital, Inc. through qualified personnel and appropriate transportation equipment, including the use of necessary and medical appropriate life support measures. Memorial Hospital agrees to bear the responsibility for billing the patient for such services, except to the extent that the patient is billed directly for the services by a third party.

4. The Memorial Hospital agree to transmit with each patient at the time of transfer, or in the case of emergency, as promptly as possible thereafter, an abstract of pertinent medical and other records necessary in order to continue the patient's treatment without interruption and to provide identifying and other information.

5. Bills incurred with respect to services performed by either the Deaconess Hospital, Inc. Or Memorial Hospital shall be collected by the party rendering such services directly from the patient, third party, and neither the Deaconess Hospital, Inc. nor Memorial Hospital shall have any liability to the other for such charges.

6. This agreement shall be effective from the date of execution and shall continue in effect indefinitely, except that either party may withdraw by giving thirty (30) days notice in writing to the other party of its intention to withdraw from this agreement. Withdrawal shall be effective at the expiration of the thirty- (30) day notice period. However, if either party shall have its license to operate revoked by the State, this Agreement shall terminate on the date such revocation becomes effective.

7. Each party agrees to comply with all applicable state and federal laws and regulations, including compliance with any applicable licensure requirements. Each party agrees to maintain compliance with any requirements to remain an approved Medicare provider.

8. The Board of Directors of the Deaconess Hospital, Inc. and the Governing Body of Memorial Hospital shall have exclusive control of the policies, management, assets, and affairs of their respective facilities. Neither party assumes liability by virtue of this Agreement, for any debts or other obligations incurred by the other party to this Agreement.

9. Nothing in this Agreement shall be construed as limiting the right of either to affiliate or contract with any hospital or nursing home on either a limited or general basis while this Agreement is in effect.

10. Neither party shall use the name of the other in any promotional or advertising material unless review and approval of the intended use shall first be obtained from the party whose name is to be used.

11. The parties hereby agree to comply with all applicable laws and regulations concerning the treatment and care of patients designated for transfer from one health care institution to another, including but not limited to the Emergency Medical Treatment and Active Labor Act. 42 U.S.C. 1395fdd.

12/12/11

12. This agreement may be modified or amended from time to time by mutual agreement of the parties, and any such modification or amendment shall be attached to and become part of this Agreement. Neither party may assign this Agreement without the express consent of the other party.

12/12/11

13. This Agreement shall be construed and governed by the laws of Indiana.

In witness whereof, the parties hereto have executed this Agreement the day and year first above written.

Linda E. White

By: Linda E. White
President & CEO
Deaconess Hospital

By:_____
President & CEO

12/12/11

TRAUMA TRANSFER AGREEMENT

THIS AGREEMENT made and entered into by and between **MEMORIAL HOSPITAL AND HEALTH CARE CENTER**, an Indiana nonprofit corporation, (hereinafter "Hospital") and **ST. MARY'S MEDICAL CENTER OF EVANSVILLE, INC.**, (hereinafter "Facility"), individually referred to as "Party" and collectively as "Parties".

WITNESSETH:

WHEREAS, Hospital is the owner and operator of a general, acute care hospital known as Memorial Hospital and Health Care Center in which there are located emergency departments, medical and surgical services and outpatient services; and

WHEREAS, Facility is the owner and operator of a hospital licensed by the Indiana State Board of Health for certain health care services and is certified for Medicaid and Medicare reimbursement; and

WHEREAS, Medicare, Medicaid, and State Regulations require that Facility maintain a written agreement with a hospital in close proximity for timely admission of patients who develop complications or require inpatient medical treatment; and

WHEREAS, both Parties to this Agreement wish to assure continuity of care and treatment appropriate to the needs of each patient in the Facility and the Hospital; and

WHEREAS, both Parties to this Agreement wish to establish a coordinated and cooperative program to facilitate continuity of medical care and appropriate treatment for trauma patients and to comply with applicable statutes and federal laws and regulations;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. AUTONOMY

The Parties agree that each shall continue to have the exclusive control of the management, business and properties of their respective institutions, and neither Party by virtue of this Agreement assumes any liability for any debts or obligations of the other Party to the Agreement.

II. TRANSFER OF PATIENTS

2.1 Transfer of Patient to Facility. Whenever the attending physician or surgeon of a patient at Hospital determines that a transfer of such patient from Hospital to Facility is medically necessary and appropriate and consistent with the desires of such patient, if such are known, Hospital shall take whatever steps that are reasonably necessary to effect a transfer of such patient to the Facility as promptly as possible. Hospital shall give notice to the Facility as far in advance as possible of an impending transfer. This includes having a physician with authority to represent the Hospital immediately notify the Facility of its desire to transfer such patient by calling the Trauma Facility Surgeon on call at Facility. Hospital shall

arrange for safe and appropriate transportation of the patient and be responsible for notification of the transfer.

The Trauma Facility Surgeon shall as promptly as possible respond to Hospital indicating whether it has an available bed and personnel properly qualified to treat the patient to be transferred and whether it will accept transfer of the patient. Hospital may make recommendations for additional diagnostic and therapeutic management, based upon the availability of these services at Facility.

2.2 Transfer of Patient to Hospital. When the attending physician or surgeon of a patient transferred initially from Hospital to Facility determines that it is medically necessary and appropriate to discharge the patient from Facility, Hospital shall take whatever steps are reasonably necessary and appropriate to accommodate the return of the patient back to Hospital. Facility shall give notice to Hospital as soon as it is practicable of the impending discharge and transfer. If the patient is to transferred back to Hospital, the responsibility for the return transfer arrangements of the patient shall be that of Facility. In accordance with Hospital's written policy, Hospital shall accept all patients that have previously been transferred to Facility from Hospital. If Hospital is unable to accept patients per specified restrictions as to types of services available and/or types of patients or health conditions that cannot be accepted or due to space limitations, Hospital shall cooperate with Facility to find appropriate placement and care for the patient. Failure of Hospital to reasonably comply with this provision shall, be deemed a material breach of this Agreement and the Facility may terminate this Agreement unless said breach is cured by Hospital within five (5) days after written notice of such breach is provided to Hospital.

2.3 Patient Assistance. Hospital will make its best effort to notify the appropriate Facility department, prior to patient transport, regarding the patient's need for assistance upon arrival at Facility.

III. ADMISSION PRIORITIES

Admissions to Facility shall be in accordance with its admission policies and procedures and in accordance with the Medical Staff Bylaws and rules and regulations. Nothing in this Agreement shall be construed to require Facility to give priority of admission to patients being transferred from Hospital.

IV. MEDICARE PARTICIPATION

During the term of this Agreement, and any extensions thereof, Facility agrees to meet and maintain all necessary Medicare Conditions of Participation and coverage so as to remain an approved provider thereunder. Facility shall be responsible for complying with all applicable federal and state laws. In addition, Facility agrees to maintain all licensure requirements promulgated by the Indiana State Department of Health.

V. INTERCHANGE OF INFORMATION AND MEDICAL RECORDS

Facility and Hospital agree to exchange medical and other information, including medical records (or copies thereof), which may be necessary or useful in the care and treatment of patients hereunder, and for reimbursement for patient services, as required and permitted by all applicable federal and state laws. Such information shall be provided by and between Facility and hospital, by telephone or hard copy as appropriate, prior any services provided hereunder where possible, or when such information shall be recorded on hospital's transferal and referral form.

Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which Hospital is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Laws") in order to ensure that Hospital is at all times in conformance with all Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.

VI. CONSENT TO MEDICAL TREATMENT

Hospital agrees to provide Facility with information which may be needed by, or helpful to, Facility in securing consent for medical treatment for the patient.

VII. TRANSFER OF PERSONAL AFFECTS

Hospital shall be responsible for the transfer of any personal effects, particularly money and valuables, of patients hereunder, except that Facility shall be responsible for such personal effects, pursuant to Facility's Policy for Patient Valuables and Currency, while patients are at Facility.

VIII. FINANCIAL ARRANGEMENTS

Reimbursement from the patient, Medicare, Medicaid, or other third party (collectively referred to as the "Appropriate Payor"), for claims and charges incurred with respect to patient services shall be the responsibility of the Party which directly provides such services, unless applicable law and regulations require that one Party bill the other Party for certain services. To the extent Facility is subject to the skilled nursing facility ("SNF") prospective payment system ("PPS") consolidated billing requirements, Facility shall be responsible for billing the Appropriate Payor and pursuing denied claims for such services, including Hospital provided services, which are provided pursuant to

patients' Resident Care Plan. Facility and Hospital may individually negotiate discounted rates for the provision of such services.

IX. INSURANCE

9.1 Worker's Compensation. Facility shall carry Worker's Compensation insurance covering all of its employees per statutory limits performing services at Hospital, and Employer's Liability insurance in an amount not less than $1,000,000.00. Said Worker's Compensation policy shall contain an endorsement waiving subrogation rights against the Hospital.

9.2 Comprehensive and Property Damage Liability. Facility shall carry occurrence form Primary Commercial General Liability in minimum limits of $1,000,000 each occurrence and $2,000,000 general aggregate, combined single limit on $1,000,000 bodily injury and $1,000,000 property damage and $2,000,000 general aggregate. Such policy shall also include contractual liability protection insurance to satisfy Facility's indemnification obligations set out in Section 10.1 below.

9.3 Professional Liability. Facility shall carry Medical Malpractice Insurance with those limits necessary to qualify Facility as a provider under the Indiana Medical Malpractice Act (I.C. 34-18). Facility agrees to be and remain a provider thereunder.

9.4 Proof of Coverage. Facility shall provide Hospital with appropriate certificates evidencing the insurance coverages set out in this Article IX.

9.5 Hospital Coverage. Hospital shall carry Medical Malpractice Insurance in such amounts as noted on Exhibit A.

X. INDEMNIFICATION

10.1 Facility Indemnification. Facility agrees that it will indemnify and hold harmless the Hospital, its officers, agents, and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of bodily injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the sole negligent act or negligent failure to act of Facility or any of its agents or employees.

10.2 Hospital Indemnification. The Hospital agrees that it will indemnify and hold harmless Facility, its officers, agents, and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of personal injury or property damage of whatsoever nature or kind, arising out of or as a result of the sole negligent act or failure to act of the Hospital, its employees or agents or arising out of the failure of equipment or the malfunction of equipment owned and maintained by the Hospital so long as the malfunction or failure is not caused by the negligence of Facility or its agents or employees.

XI. DURATION AND TERMINATION

11.1 Term and Renewal. The term of this Agreement is for a period of one (1) year from the date hereof, and it shall be considered to be automatically renewed for successive one (1) year terms unless on or before ninety (90) days from the expiration of an annual term one Party notifies the other, in writing, that the Agreement is not to be renewed, in which event the Agreement shall terminate at the expiration of the then current term.

11.2 Termination. Notwithstanding Section 11.1, this Agreement may be terminated as follows:

11.2-1 Termination by Agreement. In the event Hospital and Facility shall mutually agree in writing, this Agreement shall be terminated on the terms and date stipulated therein.

11.2-2 Early Termination. This Agreement may be terminated by either Party at any time upon the provision of thirty (30) days prior written notice to the other Party.

11.2-3 Automatic Termination. This Agreement shall immediately and automatically terminate if:

(a) Either the Hospital or Facility has its hospital license revoked, suspended, or not renewed; or

(b) Either Party's agreement with the Secretary of Health and Human Services under the Medicare Acts is terminated.

11.3 Notice of Changes. During the term of this Agreement, each Party shall notify the other Party regarding: (1) ownership change; (2) name change; or (3) an appointment of a new Administrator and/or Hospital-Facility liaison person, as soon as practicable after the changes.

XII. ACCESS TO BOOKS AND RECORDS

12.1 Access to Books and Records. In order to assure that compensation paid to Parties is included in determining their proper reimbursement under Medicare and Medicaid, the Parties agree that if this contract is determined to be a contract within the purview of §1861(v)(1)(I) of the Social Security Act (§952 of the Omnibus Reconciliation Act of 1980) and the regulations promulgated in implementation thereof at 42 CFR Part 420, the Parties agrees to make available to the Comptroller General of the United States, the Department of Health and Human Services ("HHS") and their duly authorized representatives, access to the books, documents and records of Parties, and such other information as may be required by the Comptroller General of the United States, the Department of Health and Human Services ("HHS") and their duly authorized representatives, access to the books, documents and records of Parties, and such other information as may be required by the Comptroller General or Secretary of HHS to verify the

nature and extent of the costs of services provided by Parties. If either Party carries out the duties of the contract through a subcontract worth $10,000 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.

12.2 Compliance. If either Party refuses to make the books, documents and records available for said inspection and if the other Party is denied reimbursement for said services based on such refusal, each Party agrees to indemnify the other Party for such loss or reduction in reimbursement. The obligation of the Parties to make records available shall extend for four (4) years after the furnishing of the latest services under this Agreement or any renewal thereof.

XIII. GENERAL PROVISIONS

13.1 Advertising and Publicity. Neither Party shall use the name of the other Party in any promotional or advertising material unless review and approval of the intended use is first obtained, in writing, from the Party whose name is to be used.

13.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.

13.3 Assignment. Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other Party herein.

13.4 Confidentiality. Hospital and Facility agree that the terms and conditions of this Agreement shall remain confidential. Neither Hospital nor Facility shall distribute this Agreement, or any part thereof, or reveal any of the terms of this Agreement to parties other than the Parties hereto, or their employees or agents, unless expressly allowed or required by law or with the express written consent of the other Party.

13.5 Corporate Responsibility. This Agreement is subject to the Parties' corporate responsibility programs, and Facility shall assist the Hospital as needed in the educational and investigational component of that program. The Parties shall acknowledge and respect the freedom of patients to participate in health care decision-making, and shall honor patient choice in the selection of health care providers.

13.6 Standard of Conduct. The Parties are committed to upholding the highest standard of ethical and legal business practices. The Parties will not tolerate illegal or unethical activity and will notify opposite Parties' Corporate Responsibility Officer of any suspected illegal or unethical activity by that Party or any of its employees or agents.

13.7 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the Parties with respect to the same subject matter and does constitute the entire Agreement between the Parties hereto and the Hospital and

Facility shall neither be entitled to other benefits than those herein specifically enumerated.

13.8 Governing Law. This Agreement shall be construed and governed by the laws of Indiana.

13.9 Non-Exclusive. Nothing in this Agreement shall be construed as limiting the rights of either Party to affiliate or contract with any other hospital or facility on either a limited or general basis while this Agreement is in effect.

13.10 Notices. Notices or communication herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice:

HOSPITAL	FACILITY
Memorial Hospital and Health Care Center	St. Mary's Medical Center
	Kim Richardson, CFO
800 W. 9th Street	3700 Washington Avenue
Jasper, IN 47546	Evansville, Indiana 47750

13.11 Regulatory and Statutory Compliance. Hospital and Facility agree that this Agreement shall be performed in accordance with all applicable state and Federal laws, regulations and accreditation requirements which govern this Agreement. These include, but are not limited to, SNF PPS consolidated billing requirements, and requirements concerning patient admissions and transfers as specified by the Indiana State Department of Health, Emergency Medical Treatment and Labor Act, and the Comprehensive Accreditation Manual for Hospitals from the Joint Commission of Accreditation of Healthcare Organizations.

13.12 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

13.13. Status of Parties. In carrying out the terms of this Agreement, the Parties agree that each is acting as an independent contractor and not as an agent or employee of the other. Each Party agrees to pay, as they become due, all federal and state withholdings and income taxes, including social security taxes due and payable on the compensation earned by each Party and each Party agrees to hold the other harmless from any taxes, penalties or interest which might arise by its failure to do so.

13.14 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

{The remainder of this page intentionally left blank}

XIV. EXECUTION

This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of the Hospital and Facility by an official of each, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the Hospital and Facility have executed this Agreement on the dates written below.

"HOSPITAL"

MEMORIAL HOSPITAL AND HEALTH CARE CENTER

By: _____

Printed: Raymond W. Snowden

Title: President / CEO

Date: 6-30-03

"FACILITY"

ST. MARY'S MEDICAL CENTER

By: _____

Printed: Kathleen Korbelak

Title: President

Date: 7/23/03

02575KPS.doc

Exhibit A

Hospital shall maintain professional liability insurance and take all other necessary steps to cause Hospital to be and remain a qualified provider under the Indiana Medical Malpractice Act (I.C. 34-18, et seq.) (the "Act"). Hospital shall provide Facility with appropriate certificate(s) evidencing such insurance coverage.

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APPLICATION FOR "IN THE PROCESS" LEVEL III TRAUMA CENTER

SECTION 11

TRAUMA OPERATING ROOM, STAFF AND EQUPMENT

1. List of Essential Equipment
2. Staffing Guidelines for OR and Anesthesia Staff
3. Anesthesiology Liaison CV

Trauma Surgical Services-Operating Room, Staff and Equipment

Memorial Hospital and Health Care Center Surgical Services/Operating Room is committed to providing care to the injured patient by providing staff twenty four (24) hours a day. A call team is available with a 30 minute maximum response time during hours the Operating Room(OR) staff is not on site. Anesthesiologists are also in house or available with a 30 minute response time. Response times are monitored in the Performance Improvement and Patient Safety program:

The following equipment is available:

OR

Equipment	Infant	Child	Adult
Thermal control for patients and fluids/blood • Ranger Systems • Level One Systems • 6 ORS with fluid warmers-stocked daily w/LR and 0.9% NS • Bair huggers • Warm blankets • 6 K-pad units in Sterile Processing	X	X	X
X-ray capabilities including C-arm intensifier • C-arms with intensifier (2 OEC/GE) • Radiopaque tables	X	X	X
Rapid infuser system (e.g., pressure bag) • Have pressure bags (would not use on infants unless IO)	X	X	X

PACU

Equipment	Infant	Child	Adult
Equipment for monitoring and resuscitation • Broselow bag in PACU and Surgery Care • Crash cart from OR-immediately outside PACU door • Monitors ECG, BP, Pulse oximeter, A-line • Modules for ET CO2 (#2)-both NC and ET • Do NOT monitor ICP	X	X	X
Pulse oximetry • On each monitor	X	X	X

Thermal control for patients and fluids/blood • Ranger Systems • Level One Systems • 6 ORS with fluid warmers • Bair huggers • Warm blankets • 6 K-pad units in Sterile Processing CONCERN: may all be in use	X	X	X

Additional Equipment:

OR:

- Fracture tables (#2) for hip surgery
- Jackson table (#2) for tibia/femoral trauma
- Bronchoscopy and Endoscopy equipment in GI lab-can be done in OR in emergency situations
- Necessary equipment for fracture fixation

PACU:

- End-tidal CO2 monitors (2)
- Cardiac monitors with arterial monitoring capability

(Name)

Director Surgical Services Date: 07/16/15

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July 12, 2016

Due to having no neurosurgeons at Memorial Hospital and Health Care Center, we have no craniotomy equipment.

Vicki Stuffle

Trauma Program Director

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Effective: *08/1999*
Reviewed/Approved: *12/2015*
Last Revised: *12/2013*
Expires: *12/2017*
Owner: *Diane Gress: Clinical Manager Surgery/PACU*
Policy Area: *Surgical Services - Surgery/PACU*
References:

Call Duty

OBJECTIVE:

To establish guidelines for the efficient and expedient response of the Surgical Services on-call team for surgical procedures performed after normal working hours.

EQUIPMENT:

1. Beepers
2. Call schedule

PROCEDURE:

A. The Surgical Services on-call team is comprised of a registered nurse (circulator), and a surgical technologist or competent registered nurse (scrub tech), and a third staff member able to assist in the OR suite and at the OR table.

B. All members of the on-call team should be in the hospital within 30 minutes of the time that they are called, under normal circumstances.

C. House supervisors are provided with a surgical call schedule every week. After the schedule is sent, any changes in personnel must be reported to the House supervisor. This is the responsibility of the person making the changes.

D. Emergency call begins at 1500 daily or at the end of shift and ends 0630 the next morning.

E. Weekend call begins on Saturday 0630 till Sunday 0630; Sunday 0630 till 0630 Monday.

F. When notified of an unscheduled or emergency surgical procedure, the house supervisor will notify the call team of the procedure.

G. The House Supervisor will document necessary information on "Information List to schedule a surgery" and will fax to the OR at 996-0615.

H. When the team arrives, they will prepare the operating room and then transport the patient to the operating room. The surgeon must have assessed this patient and a H&P must be on the chart for all non-emergent cases prior to entering the operating room.

I. Once the call schedule is posted, it is the responsibility of the staff to find coverage for those dates that may become necessary to change.

J. It is the responsibility of the on call staff to decide if they are capable to continue to work their normal shift following a night of call that has extended beyond midnight. A minimum of nine hours off duty is preferred before being responsible for returning to work to complete scheduled shift. If staff is going to report late the Manager of the Dept. must be notified by 5:00 AM.

K. If an employee chooses to work following a night of call time worked and the charge nurse, Manager or Director feel this person could jeopardize patient care, they may send the staff member home. No occurrence will be accrued.

L. If a decrease in staff results in the inability to maintain the scheduled case load, the room to go down will be determined by the following:

   a. Double block will go to single block

   b. Out patient surgeries will precede non emergent In patient procedures.

   c. Other conflicts will be discussed with surgeons, anesthesia physician in charge, OR Manager, and Director of Surgical Services. (See chain of command in schedule policy)

M. If case is cancelled and staff is within 10 minutes of the hospital, a minimum of 1 hour will be paid.

N. After clocking in, on call pay stops and called time work pay starts. On call pay resumes when call time work stops.

O. A call back will be paid for every time the call team is called back to the hospital to do a case.

References:

JCAHO HR.2, LD 2.4

Attachments:

No Attachments

Approver	Date
Diane Gress: Clinical Manager Surgery/PACU	11/2013
Bennett Walker: Director Surgical Services	12/2013
Tonya Heim: Vice President Patient Services and CNO	12/2013
Diane Gress: Clinical Manager Surgery/PACU	12/2015
Bennett Walker: Director Surgical Services	12/2015
Tonya Heim: Vice President Patient Services and CNO [DK]	12/2015

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Effective:	*03/1995*
Reviewed/Approved:	*10/2015*
Last Revised:	*09/2007*
Expires:	*10/2017*
Owner:	*Diane Gress: Clinical Manager Surgery/PACU*
Policy Area:	*Surgical Services - Surgery/PACU*
References:	

Anesthesia Call Availability

OBJECTIVE:

To define that anesthesia providers on call will be available within twenty minutes for emergency cases.

PROCEDURE:

Anesthesia providers on call will position themselves to be within twenty minutes of the hospital. To clearly delineate the objective: the anesthesia provider will be in a state of availability where from the time the provider receives notice of the case until the provider physically arrives at the hospital should be no greater than 20 minutes.

The provider will take weather or traffic conditions into consideration to maintain this response time and, if necessary, under severe condition such as severe icing, heavy snow fall, fog etc.; maintain availability within the hospital property. It must be kept in mind that ACOG guidelines state that stat C-section must be started within thirty minutes of being notified of that decision.

REFERENCE:

Guidelines for Perinatal Care (2002) 5th Edition p.10

Attachments:

No Attachments

Approver	Date
Diane Gress: Clinical Manager Surgery/PACU	08/2013
Bennett Walker: Director Surgical Services	08/2013
Victor Tirabasso, M.D.: Chief of Anesthesia	10/2013
Tonya Heim: Vice President Patient Services and CNO	10/2013
Diane Gress: Clinical Manager Surgery/PACU	10/2015
Bennett Walker: Director Surgical Services	10/2015
Jamie Rucker, M.D.: Chief of Anesthesia	10/2015
Tonya Heim: Vice President Patient Services and CNO	10/2015

Jamie Lynn Rucker, M.D.

Education

2002-2006
University of Kentucky College of Medicine
Lexington, KY
MD

1997-2002
Western Kentucky University
Bowling Green, KY
BS, Cum Laude

Residency/Internship

7/1/2007 – 6/31/2010
University of Missouri – Columbia
Department of Anesthesiology
Columbia, Missouri
Anesthesiology residency

7/1/06 – 6/31/2007
Easton Hospital
Department of Surgery
Easton, Pennsylvania
Surgical internship

Employment

1/2015 - current
Memorial Hospital and Health Care Center
Jasper, Indiana
Director, Department of Anesthesia

2/2014 - 12/2015
Memorial Hospital and Health Care Center
Jasper, Indiana
Anesthesiologist

7/2010 - current
Anesthesia and Pain Specialists of Bowling Green
Bowling Green, Kentucky
Anesthesiologist

Honors and Awards

Cum Laude, Western Kentucky University, 2002
Golden Key Honor Society, Western Kentucky University, 1999
Phi Eta Sigma Honor Society, Western Kentucky University, 1998
Honorable Discharge, US Army, 1996
Certificate of Outstanding Achievement, US Army 1994
Military Excellence Award, US Army 1994

Professional Organizations

American Board of Anesthesiology

Licensures/Certifications

NPI
DEA
KY
TN
ABA - Step I complete, oral exam pending, eligible until 2019
ACLS, PALS, BLS

Presentations

Acute Pain Management. Easton Hospital Department of Surgery Grand Rounds, Easton, PA, March 2007.

Preliminary Experience with Clevidipine in the Pediatric Population, Research Presentation, Midwest Anesthesia Research Conference, Chicago, IL, March 2009. Joel O. Johnson, MD, PhD, Joseph D. Tobias, MD

Personal

I grew up on a farm in south central Kentucky, and served in the U. S. Army as a blackhawk helicopter crew chief. Following my service in the army, I worked as a carpenter, a mechanic, and a dairy farmer before personal experiences led me to medicine. My personal interests include motor sports, farming, hunting, fishing, golf, bicycling, woodworking, and college basketball.

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APPLICATION FOR "IN THE PROCESS" LEVEL III TRAUMA CENTER

SECTION 12

CRITICAL CARE PHYSICIAN COVERAGE

1. Copies of Critical Care Coverage Call Rosters
2. Letter of Commitment from Critical Care Physician Group
3. Policy for Management of Airway Emergencies on the Floor

Hospitalist Call Schedule

Dave 46 | Maggie | Joe | Nick | **Nights**

Jun-16 updated 2/4/16 | Schwarm 4i | Dr. Elhoujairy 4 | Dr. Werne 481 | beeper or-isco

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Heather-VHP El-Houjairy/Rizk HME student at 0800 Ahmad	2 Heather-VHP El-Houjairy/Rizk HME student Ahmad	3 El-Houjairy/Rizk Ahmad	4 El-Houjairy/Rizk Ahmad
5 El-Houjairy/Rizk Ahmad	6 Werne/Schwarm Garrido	7 Werne/Schwarm Garrido	8 Werne/Schwarm Garrido	9 Werne/Schwarm Deb here Garrido	10 Heather-CC Werne/Schwarm Garrido	11 Werne/Schwarm Garrido
12 Werne/Schwarm Garrido	13 El-Houjairy/Rizk Garrido	14 El-Houjairy/Rizk Garrido	15 El-Houjairy/Rizk Werne	16 El-Houjairy/Rizk Werne	17 El-Houjairy/Rizk Werne	18 El-Houjairy/Rizk Garrido
19 El-Houjairy/Rizk Garrido	20 Werne/Schwarm Garrido	21 Werne/Schwarm Garrido	22 Werne/Schwarm Garrido	23 Werne/Schwarm HME student Garrido	24 Werne/Schwarm HME student Garrido	25 Werne/Schwarm Garrido
26 Werne/Schwarm Garrido	27 Eric hospital orient(?) El-Houjairy/Rizk Ahmad	28 Eric Hospital orient(?) El-Houjairy/Rizk Ahmad	29 El-Houjairy/Rizk Ahmad	30 El-Houjairy/Rizk Ahmad		

Hospitalist Services hours of operation are 24/7/365. A Hospitalist responds to all in-house life-threatening patient emergencies. A Hospitalist is assigned to our Rapid Response Team.

Hospitalist Call Schedule

Dave 4/ Maggie Joe Nick [redacted]

May-16 updated 4/26/16 Dr. Schwarm 4 Dr. Elhoujairy 4 Dr. Werne 4

Nights

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Werne/Schwarm Garrido	2 El-Houjairy/Rizk Ahmad	3 El-Houjairy/Rizk Ahmad	4 Deb-here El-Houjairy/Rizk Maggie-VHP Ahmad	5 El-Houjairy/Rizk Ahmad	6 Maggie-VHP El-Houjairy/Rizk Adrian-VHP Ahmad	7 El-Houjairy/Rizk Ahmad
8 El-Houjairy/Rizk Ahmad	9 Werne/Schwarm Garrido	10 Werne/Schwarm Garrido	11 Werne/Schwarm Garrido	12 Deb-here Werne/Schwarm Garrido	13 Werne/Schwarm Garrido	14 Werne/Schwarm Garrido
15 ıe/Schwarm Garrido	16 El-Houjairy/Rizk Garrido(?)	17 El-Houjairy/Rizk Garrido(?)	18 Deb-here El-Houjairy/Rizk Werne	19 El-Houjairy/Rizk Werne	20 Maggie-VHP El-Houjairy/Rizk Werne	21 El-Houjairy/Rizk Garrido(?)
22 Maggie/Rizk Garrido(?)	23 Werne/Schwarm Garrido	24 Heather-VHP Werne/Schwarm Garrido	25 Heather-VHP Werne/Schwarm Garrido	26 Heather-VHP Werne/Schwarm Garrido	27 Heather-VHP Werne/Schwarm Garrido	28 Werne/Schwarm Garrido
29 Nick-VHP Maggie/Schwarm Garrido	30 Heather-VHP El-Houjairy/Rizk Ahmad	31 Heather-VHP El-Houjairy/Rizk Ahmad				

Hospitalist Services hours of operation are 24/7/365. A Hospitalist responds to all in-house life-threatening patient emergencies. A Hospitalist is assigned to our Rapid Response Team.

ospitalist Call Schedule

Dave Rizk | Maggie Cei | Maher Ahmad | Carlos Garrido | **Nights**

Apr-16 updated 3/21/16 | Dr. Schwarm | Maggie Pager- 4 | Dr. Elhoujairy | Dr. Werne

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				31-Mar Werne/Schwarm Garrido	1 Werne/Schwarm Garrido	2 Werne/Schwarm Garrido
3 Werne/Schwarm Garrido	4 El-Houjairy/Rizk Ahmad	5 El-Houjairy/Rizk Ahmad	6 El-Houjairy/Rizk Ahmad	7 El-Houjairy/Rizk Ahmad	8 Deb-here El-Houjairy/Rizk Ahmad	9 El-Houjairy/Rizk Ahmad
10 'oujairy/Rizk Ahmad	11 Deb-here Werne/Schwarm Garrido	12 Werne/Schwarm Garrido	13 Werne/Schwarm Garrido	14 Werne/Schwarm Garrido	15 Werne/Schwarm Garrido	16 Werne/Schwarm Garrido
17 Werne/Schwarm Garrido	18 El-Houjairy/Rizk Garrido	19 El-Houjairy/Rizk Garrido	20 Deb-here El-Houjairy/Rizk Werne	21 El-Houjairy/Rizk Werne	22 El-Houjairy/Rizk Werne	23 El-Houjairy/Rizk Garrido
24 El-Houjairy/Rizk Garrido	25 Werne/Schwarm Garrido	26 Werne/Schwarm Garrido	27 Werne/Schwarm Garrido	28 Werne/Schwarm Garrido	29 Werne/Schwarm Garrido	30 Werne/Schwarm Garrido

Hospitalist Services hours of operation are 24/7/365. A Hospitalist responds to all in-house life-threatening patient emergencies. A Hospitalist is assigned to our Rapid Response Team.

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Critical Care Physician Coverage

Physicians caring for patient in critical care are committed to providing care to the injured patient. A hospitalist is in house and promptly available twenty four hours a day. Care of the critically injured patient is continuously evaluated through the hospital's Performance Improvement and Patient Safety program.

William Lehmkuhler, M.D.

Medical director of Critical Care Services

Date: 8-12-15

Donald Vennekotter, M.D.

Trauma Medical Director

Date: 8/18/15

Nicholas Werne, M.D.

Medical Director Hospitalist Service

Date: 8/12/15

Joseph El-Houjairy, M.D.

Medical Director Hospitalist Service

Date: 8/12/15

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Effective:	*01/1995*
Reviewed/Approved:	*05/2016*
Last Revised:	*05/2016*
Expires:	*05/2018*
Owner:	*Denise Kaetzel: Director Quality Services*
Policy Area:	*Organizational*
References:	

Medical Staff Coverage for In-House Emergencies

PURPOSE:

It is the policy of Memorial Hospital and Health Care Center to provide in-house physician coverage for life-threatening patient emergencies when the attending physician is not available. The Emergency Department will have a physician experienced in emergency care on duty in the department 24 hours a day.

EQUIPMENT:

None

PROCEDURE:

A. When a life-threatening emergency occurs in-house, hospital workforce will call a CODE BLUE or CODE PURPLE.

B. If a Code Blue is called, an ACLS Nurse will respond immediately from Critical Care Services. If a Code Purple is called a PALS Nurse will respond immediately. The in-house Hospitalist and an Emergency Department (ED) physician will respond immediately, unless a concurrent emergency exists in the ED. In the case of a concurrent emergency, the Emergency Department physician will respond as soon as available.

C. All staff responding to or participating in a CODE BLUE or CODE PURPLE will be documented on the Code Blue Record.

D. Nursing workforce or a Physician responding to the emergency will notify the patient's physician of the patient's condition.

E. Based on availability, the physicians will collaborate regarding the need for assistance in order for the ED physician to return to the Emergency Department.

Attachments:

No Attachments

	Approver	Date
	Denise Kaetzel: Director Quality Services	01/2014
	Stephen O'Connor, M.D.: Medical Director Emergency Services	01/2014
	Ryan Sherer, M.D.: Medical Staff President	01/2014
	Ray Snowden: Board Chairperson	01/2014
	Denise Kaetzel: Director Quality Services	03/2016
	Stephen DeWitt, D.O.: Medical Director Emergency Services	04/2016
	Nicholas Werne, M.D.: Medical Staff President	04/2016
	E. Kyle Bennett: President and CEO	05/2016

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Effective: 01/2007
Reviewed/Approved: 04/2016
Last Revised: 04/2016
Expires: 04/2018
Owner: Cynthia Starling: Nurse Clinician
Policy Area: Organizational
References:

Rapid Response Team

PURPOSE:

The Rapid Response Team assists the staff members in assessing and stabilizing a patient's condition and organizing information to be communicated to the patient's physician. The Rapid Response Team facilitates the promotion of patient safety through the prevention of avoidable patient deaths.

EQUIPMENT:

Rapid Response Team documentation form

Feedback form

PROCEDURE:

A. Initiating the Rapid Response Team. To initiate the Rapid Response Team it should be announced overhead via the hospital intercom by dialing (8300) and stating: **ATTENTION PLEASE, RAPID RESPONSE TEAM, and give department and room number, if applicable.** The intercom announcement should be repeated three (3) times.

B. The Rapid Response Team can be activated by any staff member who assesses that the patient meets any of the criteria listed below.

C. Criteria for calling the Rapid Response Team may include at least one of the following:

1. Intuition regarding patient's condition/Patient just "doesn't look right"
2. SBP less than 90 or symptomatic relative hypotension greater than or equal to 40 mmHg drop in systolic baseline
3. HR less than 40
4. HR greater than 130 (new onset)
5. Chest pain
6. RR less than 8
7. RR greater than 28
8. SpO_2 less than 90%
9. Shortness of breath
10. Change in color e.g. pale, blue, dusky
11. FIO_2 50% or greater
12. Seizures
13. Arrhythmia
14. Decreased LOC
15. Acute significant bleeding
16. Failure to respond to treatment
17. Decreased urine output

D. The following members will respond to the call.

1. Hospitalist
2. Respiratory Therapist
3. CCS Nurse
4. House Supervisor, if on duty
5. Primary Nurse

E. The primary nurse or staff member who activates the Rapid Response Team:

1. Initiates the **OVERHEAD ANNOUNCEMENT** to activate the Rapid Response Team.
2. Gives report to the Rapid Response Team upon arrival.
3. May institute any therapy needed and remains available for any other evaluation or management needed by the Rapid Response Team or ordered by the attending/consulting physician.
4. May communicate with the attending physician unless it is deemed more appropriate for a member of the Rapid Response Team to conduct that communication.
5. Documents the activation of the Rapid Response Team and precipitating events.

6. Remains available for transport to a higher level of care, if applicable.
7. Completes an evaluation of the Rapid Response Team response and returns this to the department director of that unit.

F. The Rapid Response Team:
   A. Responds to the call as soon as possible but at least within five minutes
   B. Takes report from the primary nurse and completes an assessment of the patient.
   C. Works with the primary nurse on the unit to institute any required treatments or interventions in order to stabilize the patient.
   D. Educates, collaborates, and supports the bedside nurse regarding patient assessments and interventions.
   E. Assists as needed with the communication to the attending/consulting physician.
   F. Assists with transfer to higher level of care, if needed.
   G. The Rapid Response Team will document on the Rapid Response Team Record.
   H. Team members will remain with the patient until the disposition of the patient is determined.

G. If the patient's condition deteriorates to cardiac or respiratory arrest despite Rapid Response Team interventions, a Code Blue will be called.

H. The Charge Nurse in Critical Care Services functions as the Rapid Response Team nurse on a routine basis, in addition to their unit based charge nurse responsibilities. In recognition of this additional responsibility, an additional hourly differential of $2.00 will be paid.

REFERENCE:

Indiana Hospital Association (2014). Plain Language Emergency Code Guidance.

Institute for Healthcare Improvement (n.d.). Rapid Response Teams. Retrieved from http://www.ihi.org/Topics/RapidResponseTeams/Pages/default.aspx

Howell, M.D. & Stevens, J.P. (20154). *Rapid response systems*. Retrieved from http://www.uptodate.com/contents/search?search=rapid+response+team&sp=0&searchType=PLAIN_TEXT&source=USER_INPUT&searchControl=TOP_PULLDOWN&searchOffset=&autoComplete=true.

Attachments:

No Attachments

Approver	Date
Kathy Burton: Director Critical Care Services/Vascular Access	08/2013
Stan Tretter, M.D.: Chief Medical Officer	08/2013
Tonya Helm: Vice President Patient Services and CNO	08/2013
Cynthia Starling: Nurse Clinician	10/2014
Kathy Burton: Director Critical Care Services/Vascular Access	10/2014
Ryan Sherer, M.D.: Medical Staff President	10/2014
Tonya Helm: Vice President Patient Services and CNO	10/2014
Cynthia Starling: Nurse Clinician	03/2016
Ann Sleffe: Director Critical Care Services	03/2016
Nicholas Warne, M.D.: Medical Staff President	03/2016
Tonya Helm: Vice President Patient Services and CNO	03/2016
Cynthia Starling: Nurse Clinician	04/2016

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APPLICATION FOR "IN THE PROCESS" LEVEL III TRAUMA CENTER

SECTION 13

CT SCAN AND CONVENTIONAL RADIOGRAPHY

1. Letter of Commitment from Chief of Radiology

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Commitment of Radiology

The Radiology Department is committed to providing radiology services twenty four (24) hours a day.

Michael Wohlberg, MD
Radiology Medical Director

Dr. Donald Vennekotter / Date 4/3/15
Trauma Medical Director

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Effective:	*05/1997*
Reviewed/Approved:	*06/2014*
Last Revised:	*10/2007*
Expires:	*06/2017*
Owner:	*Patty Haupert: Director Radiology Services*
Policy Area:	*Radiology Protocols - CT*
References:	

CT General Information

PURPOSE:

To state some basic information about the CT department.

EQUIPMENT:

N/A

PROCEDURE:

1. The CT department is staffed and available for scanning 24 hours daily. Scans are scheduled from 7:00 am to 6:00pm but emergency or urgent patients are completed as needed. Normally, emergency patients only are done on nights and weekends.
2. Our current machines are a GE QX/i Lightspeed Widebore and a Toshiba Aquilion 64.
3. The table cradle on the GE QX/i Lightspeed Widebore has a maximum distributed load capacity of 450 pounds but precise slice thickness is only guaranteed up to 400 pounds. Exceeding this could result in degraded positioning performance, increased table lowering speed, equipment damage and/or injury. The weight limit on the Toshiba Aquilion 64 is 450 pounds. Exceeding this weight limit could result in degraded positioning performance, increased table lowering speed, equipment damage and/or injury.

Attachments:

No Attachments

Approver	Date
Patty Haupert: Director Radiology Services	06/2013
Timothy McClure, M.D.: Chief of Radiology	06/2013
Doris Allen: Clinical Educator & Compliance Officer	06/2014
Patty Haupert: Director Radiology Services	06/2014
Timothy McClure, M.D.: Chief of Radiology	06/2014

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Last Revised:	*07/2015*
Expires:	*07/2017*
Owner:	*Doris Allen: Clinical Educator & Compliance Officer*
Policy Area:	*Radiology - Diagnostic*
References:	

Radiology Department Coverage - Technologists

PURPOSE:

To specify coverage of Radiology Services by Radiology Imaging Technologists.

EQUIPMENT:

N/A

PROCEDURE:

1. Radiology Services is staffed with numerous technologists, 24 hours daily.
2. From 1:00 a.m. until 6:00 a.m., one technologist is in charge of the department. In the event the technologist needs additional help, the callback procedure will be followed using the "Trauma Recall List".
3. On weekends and holidays, there is only a skeleton crew working. If additional manpower is needed, technologists are also called in using the "Trauma Recall List" mentioned above.
4. CT coverage is provided 24 hours daily with Nuclear Medicine and Ultrasound coverage provided on an on-call basis. MRI is on call for "emergent patient" only. See Scope of Care for each specific department hours.

Attachments:

No Attachments

Approver	Date
Cynthia Terwiske: PACS Administrator	03/2013
Patty Haupert: Director Radiology Services	05/2013
Timothy McClure, M.D.: Radiologist	05/2013
John Dillon: Vice President Ambulatory Services	05/2013
Doris Allen: Clinical Educator & Compliance Officer	04/2015
Patty Haupert: Director Radiology Services	04/2015
Wohlberg, M.D. Michael: Chief of Radiology	07/2015

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APPLICATION FOR "IN THE PROCESS" LEVEL III TRAUMA CENTER

SECTION 14

INTENSIVE CARE UNIT

1. Scope of Care / Staffing Guidelines
2. Equipment List for the ICU

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Effective:	*01/1992*
Reviewed/Approved:	*07/2015*
Last Revised:	*07/2015*
Expires:	*07/2017*
Owner:	*Ann Steffe: Director Critical Care Services*
Policy Area:	*Critical Care Services*
References:	

Scope of Care / Staffing Guidelines - Critical Care Services

Scope of Service:

The Critical Care Services Department of Memorial Hospital and Health Care Center functions within the scope of practice of the Division of Patient Services. All care, policies, and procedures are guided by the mission statement of Memorial Hospital and Health Care Center. Employees strive to exemplify the core values of Stewardship, Justice, Compassionate Caring, Quality, and Respect for Human Dignity in all aspects of their employment.

The Critical Care Services Department provides nursing care for critically ill patients and those patients which require mechanical ventilation, vasoactive drips requiring titration, invasive hemodynamic monitoring, and bedside and telemetry cardiac monitoring. The Department also provides specialized care for, but not limited to, post-op patients requiring extensive surgery or carotid endarterectomy, patients undergoing cardioversion, cardiac catheterization, percutaneous coronary or peripheral intervention, patients with congestive heart failure, pulmonary edema, chronic obstructive pulmonary disease, cardiac dysrhythmias, acute myocardial infarction, acute cerebral vascular accident, multi-system organ failure and trauma.

The Critical Care Services Department is equipped to care for all ages of patients from infant to geriatric. The general patient population is adult, generally geriatric. Critical Care Services offers open visitation for patients to promote physical, psychological, and spiritual healing. Research has shown that visitors enhance the healing of the patient. Nursing will assess and promote the need for rest periods.

If a Pediatric patient requires admission to Critical Care Services, a Pediatric trained nurse will function as the primary nurse for these patients. A Critical Care nurse will be assigned with the Pediatric nurse as a resource for critical care information. The Critical Care Services Department is accessible to patients 24 hours per day for appropriate clinical services.

An Interdisciplinary Care Plan is initiated at the time of the patient's admission and is continually reviewed and revised as needed to ensure that the changing goals and needs of the patient care are identified and appropriate nursing interventions *are implemented.*

Criteria for Entry/Admission to Service:

Patients are admitted to Critical Care Services from the Emergency Department, direct admission from physician offices, planned admissions for specialty procedures, and transfers from both within and outside of the Hospital when a patient condition changes and requires intensive or telemetry monitoring nursing care. Specific admission/discharge criteria is located in policy form in the Critical Care Services Department Policy Manual.

Staffing:

The Critical Care Services Department utilizes a modified primary care nursing concept. Staffing levels are based on patient volume, patient needs, and staff competency relevant to infection control, safety issues, and standards of care, which are determined per shift and adjusted as patient care needs change. The number and skill mix of staff will vary according to patient needs, patient volume, and scheduled procedures. According to ANA Principles of Nurse Staffing, allocation of staff is based on staff competency, number of patients, the individual condition and intensity of care required for those patients, and standards of care. Due to the emergent nature of Critical Care Services, there will always be three RN's per shift when at

least one patient is in the Department. If Critical Care Services census is zero, one RN will always be in the Department and a second RN will be in the Hospital and readily available to assist with new admissions and/or telemetry monitoring. Care is provided by RNs, Nurse Externs, Certified Nursing Assistants, Nursing Assistants, Critical Care Technicians and Department Assistants. A Charge Nurse is assigned based on competence and leadership ability.

When staffing variances occur, additional staff is either reassigned from/to other areas or put on call to provide coverage if the Department becomes busy. Patient Services staff from other departments may be reassigned to provide care according to their levels of competence. Staffing will reflect the activity of the Department and attempts will be made to provide additional competent staff for changes during the shift. Staff members who are not scheduled may be contacted to work different or additional shifts. Some overtime may be required to provide the minimum required staff and a safe environment.

Critical Care Services Utilizes a Modified Primary Care Nursing Concept.

	RN	NE/NA/CCT/CNA/DA
7 am – 7 pm	75%	25%
7 pm – 7 am	100%	0%

The following is a breakdown of nursing staff requirements based on a minimal census.

Zero Patients.

	RN	NE/NA/CCT/CNA/DA
7 am – 7 pm	1 (plus 1 in house)	0
7 pm – 7 am	1 (plus 1 in house)	0

One Patient.

	RN	NE/NA/CCT/CNA/DA
7 am – 7 pm	3	0
7 pm – 7 am	3	0

Critical Care Services Department Staffing Grid.

7:00 a.m. - 7:00 p.m.

ICU			Telemetry		
1-2	Patients	1 RN	1-6	Patients	2 RN
3-4	Patients	2 RN	7-10	Patients	3 RN
5-6	Patients	3 RN	11-14	Patients	4 RN
7-8	Patients	4 RN	15-18	Patients	5 RN
9-10	Patients	5 RN	19-22	Patients	6 RN
11-12	Patients	6 RN	23-26	Patients	7 RN

*Add one RN for every two ICU patients. Nurses caring for trauma patients will never have more than a 2 to 1 patient ratio.

7:00 p.m. - 7:00 a.m.

ICU			Telemetry		
1-2	Patients	1 RN	1-7	Patients	2 RN
3-4	Patients	2 RN	8-11	Patients	3 RN
5-6	Patients	3 RN	12-15	Patients	4 RN
7-8	Patients	4 RN	16-19	Patients	5 RN
9-10	Patients	5 RN	20-23	Patients	6 RN
11-12	Patients	6 RN	24-26	Patients	7 RN

*Add one RN for every two ICU patients. Nurses caring for trauma patients will never have more than a 2 to 1 patient ratio.

A Department Assistant (DA) is utilized Monday - Friday during the 7:00 a.m. to 3:00 p.m. shift. A Nursing Assistant can be utilized 7 days a week from 7:00 a.m. - 3:00 p.m. when patient census reaches 8 and two Nursing Assistants may be used if census reaches 14. A Nursing Assistant can be utilized from 3 p.m. - 7:00 p m seven days a week when the census reaches 10. Staffing can be increased when a patient's condition requires 1:1 nursing care. Staffing levels may be increased during high acuity and/or census as deemed by the Department Director, Clinical Manager, House Supervisor,or Charge Nurse. Nurses caring for trauma patients will never have more than a 2 to 1 patient ratio.

The Critical Care Services Department operates within the philosophy of the Little Company of Mary and in accordance with the Hospital policies and procedures. The Department is under the direction of the Vice President Patient Services and managed by the Director Critical Care Services. The Department Director is directly responsible to the Critical Care Services Committee; which consists of the Critical Care Services Medical Directors (one Medical Director will be the Trauma Services Medical Director) and physician representatives from Trauma, Surgery and/or Anesthesia, Emergency Services, Cardiology, Internal Medicine and Primary Care. Non-physician representatives from Pharmacy, Emergency Services, Surgical Services,Trauma Services, Cardiopulmonary Services and other departments may be added as necessary. Medical Staff issues regarding critical care concerns are resolved by one of the Critical Care Services Medical Directors.

Qualifications of Staff:

Staff qualifications are based on meeting the following:

1. Requirements as per the job description.
2. Competencies as outlined for the department.

Inservice/Continuing Education.

All members of the Critical Care Services Department are required to participate in inservice training and continuing education. Records of attendance at educational programs are kept on file in the Critical Care Services Department. An annual mandatory education program is provided for all staff and includes the following areas of education:

1. Infection control review and updates.
2. Fire safety.
3. OSHA training.
4. Customer service training.
5. Electrical safety.
6. Safety Program.
7. Inservices identified through needs assessment or protocol review.
8. Corporate Compliance.
9. Abuse and Neglect.
10. Patient/Resident rights.
11. Ethics and Death/Dying.
12. Restraint and Seclusion.
13. Team training.

In addition, education programs are provided throughout the year on new services, equipment, and procedure changes. Department meetings are scheduled at a minimum of ten times per year and inservices are presented on current issues, concerns with QA/PI, and/or seminar reports. Annual competency review is conducted prior to evaluation to determine staff ability and knowledge of infrequently performed procedures. During the annual evaluation, staff input concerning educational or procedural needs for the next year is requested; and, if agreed, are incorporated into the education plan for the Department.

All nursing staff must maintain a current CPR card. All new nursing staff must complete ACLS within one year. All

licensed nursing staff must maintain a current ACLS card. Critical Care Certification (CCRN) or Progressive Care Certification (PCCN) is encouraged. All staff are encouraged to join a professional nursing organization for their discipline, as appropriate.

A preceptor based orientation is provided for each new member of the Critical Care Services Department. The preceptor is responsible for teaching and overseeing the orientation period. All orientees are required to complete an Orientation Checklist during the orientation period. The time frame is individual for each employee and will vary according to their abilities and experience. Expected orientation time frames are: NA/CNA – 4 weeks, Critical Care Tech – 8 weeks, RN – 12 weeks. All full time/part time registered nurses employed in Critical Care Services must be oriented to telemetry/ progressive care and critical care patients within one year of hire into the department. Employees may be oriented only to specific responsibilities at the discretion of the Department Director or Clinical Manager.

Description of Communication/Collaboration/Functional Relationship with other Departments/Services:

Members of the Critical Care Services Department interface with all other departments throughout Memorial Hospital and Health Care Center through participation in formalized interdepartmental committees. Committee members function as liaisons for the Patient Services Division with the goal of insuring that the decisions made do not conflict with standards of nursing care or practice. Nursing staff plays a collaborative role in the multidisciplinary care team through patient rounds, patient care conferences, individual referrals, consultations, and care planning.

Attachments:

No Attachments

Approver	Date
Kathy Burton: Director Critical Care Services/Vascular Access	10/2012
Ann Steffe: Clinical Manager Critical Care Services	10/2012
Tonya Heim: Vice President Patient Services and CNO	10/2012
Kathy Burton: Director Critical Care Services/Vascular Access	07/2015
Ann Steffe: Clinical Manager Critical Care Services	07/2015
Tonya Heim: Vice President Patient Services and CNO	07/2015

Intensive Care Unit

Equipment	Infant	Child	Adult
Equipment for monitoring and resuscitation • Monitor for each bed with ECG, BP, pulse oximeter, A-line • Crash cart (#2) with all resuscitation supplies • Central line cart with all supplies for A-Line, triple lumen catheters and monitoring • Supplies for temporary pacemaker, pericardiocentesis, paracentesis and thoracentesis with monitoring capabilities			X
Airway control and ventilation equipment • Adult ambu bags in each room and on each crash cart (#2) • Broselow tape on each crash cart • OP and NP airways at each bedside • Intubation supplies on each crash cart (#2) • Glidescope Ventilator • Available from respiratory therapy #6 on same floor as ICU. One vent always ready for use-circuits attached • One transport vent • Three additional vents available • Contingency plan in place for rentals when needed Chest Tube Cart • Available from respiratory therapy on same floor as ICU • Chest tubes (10-36 FR) • Pleurevac (#3) • Heimlich valve (#2) • Chest tube tray End-tidal CO2 detector • ETCO2 capnography on one crash cart for intubated patients Capnography modules attach to IV pumps (#25)			X

Suction devices • #2 MedVac wall suction at each bedside • Yankauers at each bedside and on each crash cart (#2)			X
Standard IV fluids and administration sets • NS kept in Pyxis • Additional IVF kept in Pyxis (LR, D5) • Standard, blood, pump and Level One tubing			X
Mechanism for IV flow-rate control • IV pumps/controllers (#30) • Additional channels (#30) • Pressure bags			X
Large bore IV catheters • 16-24 g			X
Emergency care drugs • Crash cart for ACLS drugs (#2) • Rapid sequence intubation box • Pyxis			X
Nasal gastric / oral gastric tubes • 10 -18 Fr			X
Thermal control for patients and fluids / blood • Bair Hugger • Warm blankets • Level One fluid warmer / rapid infuser • Therapeutic Hypothermia Cart o Temperature Sensing Foley o Hoses for cooling blanket o Cooling blanket o Kool Kit o Blanketrol			X

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APPLICATION FOR "IN THE PROCESS" LEVEL III TRAUMA CENTER

SECTION 15

BLOOD BANK

1. Location of Blood Bank
2. Policy of Products Available and Number of Each Product on Site
3. Massive Transfusion Policy

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Effective:	*07/2015*
Reviewed/Approved:	*07/2015*
Last Revised:	*07/2015*
Expires:	*07/2017*
Owner:	*Sarah Leinenbach: Blood Bank Section Head*
Policy Area:	*Laboratory - Blood Bank*
References:	

Blood Bank Services

Objective

Memorial Hospital and Health Care Center's Blood Bank is located within the hospital laboratory at 800 W. 9th Street in Jasper, Indiana, and is available twenty-four hours a day. The Blood Bank has the ability to type and crossmatch blood products. There are adequate amounts of packed red blood cells, fresh frozen plasma, and pooled cryoprecipitate.

Minimum inventory is as follows:

	Minimum Inventory
Packed Red Blood Cells	86
Fresh Frozen Plasma	36
Cryoprecipitate	4

Platelet phereses are obtained from American Red Cross by phone order.

In an emergency, Red Cross will find a driver to deliver platelets or additional blood products STAT, or the Indiana State Police is called to make an Emergency Run.

State Police Evansville: 1-800-852-3970 Jasper: 812-482-1441

Attachments:

No Attachments

Approver	Date
Sarah Leinenbach: Blood Bank Section Head	07/2015
Bev DeKemper: Lab Supervisor	07/2015
Daniel Weaver, M.D.: Medical Director Laboratory	07/2015

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Last Revised:	*09/2014*
Expires:	*09/2016*
Owner:	*Kelsey Kunkel: Nurse Clinician - Women & Infant Services*
Policy Area:	*Organizational*
References:	

Massive Transfusion Protocol

Purpose

To provide a standard treatment protocol for emergency use in massive transfusions that will provide efficient and effective procurement and delivery of appropriate blood components/derivatives to patients exhibiting hypovolemic shock from an uncontrollable source.

Definitions

Massive transfusion is defined as the equivalent of one blood volume, typically 8-10 units within a 24 hour period OR 50% of the patient's blood volume within 3 hours.

Forms

Massive Transfusion Protocol (MTP) Worksheet (LB 14)

Massive Transfusion Protocol (MTP) Order Set (PO 205)

Criteria

The Massive Transfusion Protocol (MTP) can be activated when it is anticipated that a patient requires massive amounts of blood and blood products in order for resuscitation. MTP is anticipated to be activated in the following areas:

- Emergency Department (ED)
- Surgical Services (SS)
- Critical Care Services (CCS)
- Women & Infant Services (WIS)

Equipment

- Blood warmer/rapid infuser (i.e. Level I)
- Disposable IV fluid warming infusion set
- Large bore IV - (18 gauge or larger is desired when possible; minimum of 20 gauge). The capability for rapid flow rates greatly increases with each increase in catheter size.
- Forced air warming device (i.e. Bair Hugger)
- Red Cross transport box (lab to use to transport blood products)

Team Members

- Physician or anesthesia provider in charge
- Nursing Staff
- Lab/Blood Bank personnel
- Pharmacist (to be called by House Supervisor during hours not inhouse)
- House Supervisor

Procedure

Physician or anesthesia provider

A. Determine if massive transfusion is necessary and designate a physician or anesthesia provider to be MTP leader.

B. If possible, control bleeding.

C. Order the MTP by informing the nurse to activate the MTP including STAT lab orders as outlined in the MTP.

D. Order the administration of the blood products when they arrive. A warming device is to be used for administration of all blood products during MTP.

E. Consider administration of appropriate medications to correct pre-existing coagulopathies (i.e. on anti-coagulants) listed in MTP.

F. Consider administration of medications to prevent and treat complications of MTP.

G. Consider ordering a forced air warming device (i.e. Bair Hugger) to prevent hypothermia from the administration of blood products.

H. If patient anticipated going to Surgery, consult with anesthesia provider on call to discuss case

I. Order de-activation of the MTP when blood products are no longer needed.

J. Co-sign the verbal orders/MTP Order set.

K. Sign forms required by blood bank.

Nurse

A. When directed by physician to activate MTP, overhead announce: "MTP --then unit name and room number". Announce 3 times. The primary nurse will act as or designate an RN team leader for MTP. Roles are to be assigned by MTP team leader.

B. Responds to overhead page:

1. Phlebotomist and Blood Bank Personnel
2. Pharmacist (call if not in hospital)
3. House Supervisor
4. Critical Care Nurse
5. Nurse from each unit if available
6. Respiratory Therapist

7. Other available physicians

C. Call the blood bank at 0589 and ask that MTP be activated.

D. Verify input of MTP order set electronically or through down time form. As soon as possible, document the physician's verbal order (and "read back") to activate MTP.

E. Acquire a rapid infuser and use it for the administration of all blood products. Level I/Rapid infusers and tubing located in surgery and emergency department.

F. Ascertain adequate venous access for MTP.

G. Administer the type and volume of blood products as ordered. Change tubing per MTP. Avoid using same tubing for different types of blood products.

H. Monitor patient temperature, vital signs, respiratory status, cardiac rhythm and response to transfusion as indicated by clinical condition. Document in electronic medical record (EMR).

I. Notify blood bank immediately when MTP is de-activated (see Termination of MTP below).

J. Ensure that unused blood products are returned to Blood bank ASAP when MTP is de-activated.

K. Complete Post Massive Transfusion Report. Forward completed report to blood bank.

L. Transfusion Data for Blood and Blood Components (LB 8) must be completed with transfusion start and stop time and signatures of personnel administering blood. Vital signs do not need to be documented on this form for MTP.

Blood Bank

A. Activate blood bank protocol for MTP.

B. Deliver designated shipment of blood products per MTP.

C. Initiate appropriate lab orders as indicated in MTP.

D. Ensure that delivered red blood products are kept on ice in Red Cross box until they are administered.

E. Ensure Post Massive Transfusion Report initiated by nursing.

Termination of MTP

A. The blood bank will be notified immediately of termination of MTP when:

1. The patient has been transferred to another facility.
2. The bleeding has been controlled as determined by the physician in charge of MTP.
3. The patient expires.

References

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Milligan, C., Higginson, I., & Smith, J.E. (2011). Emergency department staff knowledge of massive transfusion for trauma: the need for an evidence based protocol. Journal of Emergency Medicine,28, 870-872.

Riskin,D., Tsai, T., Riskin,L., Hernandez-Boussard, T., Purtill, M., Maggio,P., et al.(2009) Massive transfusion protocols: the role of aggressive resuscitation versus product ratio in mortality reduction. The American College of Surgeons,209(2), 198-205.

Link to Blood and Blood Product Administration

Link to Emergent Blood Transfusion

Link to Blood-Fluid Warming via Rapid Infuser Level 1-System 1000

Link to Blood Transfusion Reaction

Attachments:

No Attachments

Approver	Date
Lu Wirthwein: Nurse Clinician	11/2013
Kathy Burton: Director Critical Care Services/Vascular Access	11/2013
Angela Hoagland: Director Pharmacy	11/2013
Larry Corn: Director Laboratory	11/2013
Daniel Weaver, M.D.: Medical Director Laboratory	12/2013
Tonya Heim: Vice President Patient Services and CNO	12/2013
Kelsey Kunkel: Nurse Clinician - Women & Infant Services	07/2014
Kathy Burton: Director Critical Care Services/Vascular Access	08/2014
Angela Hoagland: Director Pharmacy	08/2014
Larry Corn: Director Laboratory	09/2014
Daniel Weaver, M.D.: Medical Director Laboratory	09/2014
Tonya Heim: Vice President Patient Services and CNO	09/2014

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APPLICATION FOR "IN THE PROCESS" LEVEL III TRAUMA CENTER

SECTION 16

LABORATORY

1. Policy of Services Available 24/7

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Effective: *05/1995*
Reviewed/Approved: *07/2015*
Last Revised: *07/2015*
Expires: *07/2017*
Owner: *Larry Corn: Director Laboratory*
Policy Area: *Laboratory - Administrative*
References:

Clinical And Anatomic Pathology Department

OBJECTIVE:

The laboratory is located within Memorial Hospital and Health Care Center. All services of the laboratory are available twenty-four hours a day. The staff analyzes blood, urine, and other body fluids, including microsampling. The departments of the laboratory include: blood bank, hematology, coagulation, urinalysis, chemistry, and microbiology. The testing performed in the departments includes but is not limited to the following tests:

Blood bank: type and cross-matching

Hematology: CBC, erythrocyte sedimentation rate, platelet function assay

Coagulation: PT, PTT, D-dimer, Fibrinogen

Urinalysis: urine dipstick and microscopy

Chemistry: metabolic panels, cardiac enzymes, blood gases

Microbiology: gram stains and cultures.

This manual has been prepared to facilitate your understanding of how the established policies of the laboratory affect you and your colleagues.

It provides a mechanism hereby the majority of operational problems may be solved in an equitable manner. It attempts to prevent misunderstandings which might eventuate in serious disagreements.

The primary function of the laboratory is to provide a service to the patient. All other considerations are subservient to this. Your daily tasks are performed, not for the Pathologist, Administrator, or Clinician, but for a patient whom you have probably never seen.

There is a certain nobility to this situation which all too often escapes us. Our skills must be practiced gently as an art, never driven ruthlessly as a trade. We are professional people in the finest sense of the word. Our way of life involves concepts of integrity, service and education which irrevocably separate us from our counterparts in the world of industry.

The attainment of these ideals, however, must be based upon sound business principles. It is mandatory that our department be conducted in conformance with this concept. This is why these policies have been established:

The objectives of this department are: